

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.*
 DATE: 1/14/16
 GREGORY P. PRIAMOS

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

458



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
 January 14, 2016

SUBJECT: Refunding of Outstanding Bonds of the Dissolved Redevelopment Agency, All Districts
 [\$500,000] (Vote on Separately)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Successor Agency Resolution No. 2016-001 authorizing the issuance of refunding tax allocation bonds to refinance the 2006 Series B and 2006 Series C Bonds.
2. Direct staff to submit this item to the Oversight Board for approval.

BACKGROUND:

Summary

(commences on next page)

Rohini Dasika

Rohini Dasika
 Senior Management Analyst

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 500,000	\$	\$ 500,000	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: Bond Proceeds				Budget Adjustment:	No
				For Fiscal Year:	15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*

Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: | District: All | Agenda Number:

BACKGROUND:

4-2

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Refunding of Outstanding Bonds of the Dissolved Redevelopment Agency, All Districts [\$500,000]

(Vote on Separately)

DATE: January 14, 2016

PAGE: 2 of 3

Summary (continued)

On September 24, 2013, the Board of Supervisors approved in principle the initiation of a County Redevelopment Bond Refunding Program (Agenda Item 4-1). On February 11, 2014, the Board of Supervisors executed the Refunding Program Agreement and approved Successor Agency Resolution No. 2014-003, requesting direction to undertake proceedings for the refunding of outstanding bonds of the former Redevelopment Agency for the County of Riverside. To date, the Agency has successfully completed 8 refundings with savings in excess of \$40 million.

The proposed issuance of refunding bonds is to refinance the 2006 Series B Bonds issued for the Jurupa Valley Project Area, and the 2006 Series C Bonds issued for the Mid-County Project Area. A new series of bonds will be issued by the Successor Agency for each project area., and both the Jurupa Valley Project Area and Mid-County Project Area bonds will be sold on a stand-alone basis due to their unique credit characteristics. The term of the existing 2006 bonds will not be extended. The refunding bonds for both project areas produce savings well in excess of the Board's present value savings target of 3% (Board Policy B-24 for the Riverside County Debt Advisory Committee) The issuance of the refunding bonds was approved at the DAC meeting on January 14, 2016.

The anticipated amount of the proposed bond issues, savings percentages, and savings amounts are shown in the table below.

2016 Series B

Series	Jurupa Bonds
New Issue Size	\$43,285,000
NPV Savings	\$5,274,000
NPV Savings As % Refunded Bonds	9.53%
Average Annual Savings	\$326,000
Total Savings	\$7,170,000

2016 Series C

Series	Mid-County Bonds
New Issue Size	\$8,845,000
NPV Savings	\$443,000
NPV Savings As % Refunded Bonds	4.64%
Average Annual Savings	\$27,200
Total Savings	\$598,600

As of December 8, 2015.

These refunding bonds will be issued in May or July 2016. Staff is bringing forward this request for approval from the Successor Agency, and subsequently the Oversight Board, at this time due to the requirements for review by Department of Finance (DOF") as specified in AB 1484. The final disclosure documents of the proposed bond issues will be brought back to the Successor Agency and the Authority for approval. The DOF will approve the legal documents and the preliminary savings analysis. The Board package includes our independent financial advisor's report as required by the DOF.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Refunding of Outstanding Bonds of the Dissolved Redevelopment Agency, All Districts [\$500,000]
(Vote on Separately)

DATE: January 14, 2016

PAGE: 3 of 3

Impact on Citizens and Businesses

This item will be beneficial for the citizens of Riverside County due to the surplus tax revenue that will be derived from the refinancing at lower rates. Taxing entities will share the surplus property taxes from the project areas which will be distributed to the County, cities, schools, and special districts in Riverside County.

The savings in debt service payments that would otherwise be paid to bondholders will be distributed to those taxing entities including the County General Fund, K-12 school districts and community college districts, and finally cities and special districts.

1 RESOLUTION NO. 2016-001

2 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
3 FOR THE COUNTY OF RIVERSIDE APPROVING THE ISSUANCE OF REFUNDING
4 BONDS IN ORDER TO REFUND CERTAIN OUTSTANDING BONDS OF THE
5 DISSOLVED REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE,
6 APPROVING THE EXECUTION AND DELIVERY OF INDENTURES OF TRUST
7 RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE
8 ISSUANCE OF THE REFUNDING BONDS, REQUESTING CERTAIN
9 DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR OTHER
10 MATTERS PROPERLY RELATING THERETO
11

12
13 WHEREAS, pursuant to Section 34172(a) of the California
14 Health and Safety Code (unless otherwise noted, all Section
15 references hereinafter being to such Code), the Redevelopment
16 Agency for the County of Riverside (the "Former Agency") has
17 been dissolved and no longer exists as a public body, corporate
18 and politic, and pursuant to Section 34173, the Successor Agency
19 to the Redevelopment Agency for the County of Riverside (the
20 "Successor Agency") has become the successor entity to the
21 Former Agency;
22
23
24
25

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 1/13/16
DALE A. GARDNER

1
2 **WHEREAS**, prior to the dissolution of the Former Agency, the
3 Former Agency issued its Redevelopment Agency For the County of
4 Riverside Redevelopment Jurupa Valley Redevelopment Project Area
5 2006 Tax Allocation Bonds, Series B (the "Prior 2006 Series B
6 Bonds") in the initial aggregate principal amount of \$68,740,000
7 for the purpose of financing redevelopment activities;

8
9 **WHEREAS**, prior to the dissolution of the Former Agency, the
10 Former Agency issued its Redevelopment Agency For the County of
11 Riverside Redevelopment Mid-County Redevelopment Project Area
12 2006 Tax Allocation Bonds, Series C (the "Prior 2006 Series C
13 Bonds" and together with the Prior 2006 Series B Bonds, the
14 "Prior Bonds") in the initial aggregate principal amount of
15 \$11,775,000 for the purpose of financing redevelopment
16 activities;

17
18 **WHEREAS**, Section 34177.5 authorizes the Successor Agency to
19 issue refunding bonds pursuant to Article 11 (commencing with
20 Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5
21 of the Government Code (the "Refunding Law") for the purpose of
22 achieving debt service savings within the parameters set forth
23 in Section 34177.5(a)(1) (the "Savings Parameters");

1 **WHEREAS**, to determine compliance with the Savings
2 Parameters for purposes of the issuance by the Successor Agency
3 of its (i) Successor Agency to the Redevelopment Agency For the
4 County of Riverside Jurupa Valley Redevelopment Project Area
5 2016 Tax Allocation Refunding Bonds, Series B (the "Refunding
6 Series B Bonds") and (ii) Successor Agency to the Redevelopment
7 Agency For the County of Riverside Mid-County Redevelopment
8 Project Area 2016 Tax Allocation Refunding Bonds, Series C (the
9 "Refunding Series C Bonds" and together with the Refunding
10 Series B Bonds, the "Refunding Bonds"), the Successor Agency has
11 caused its financial advisor, C.M. de Crinis & Co., Inc. (the
12 "Financial Advisor"), to prepare an analysis of the potential
13 savings that will accrue to the Successor Agency and to
14 applicable taxing entities as a result of the (a) use of the
15 proceeds of the Refunding Series B Bonds to repay, in whole or
16 in part, the Prior 2006 Series B Bonds and, thereby, to refund,
17 in whole or in part, the Prior 2006 Series B Bonds and (b) use
18 of the proceeds of the Refunding Series C Bonds to repay, in
19 whole or in part, the Prior 2006 Series C Bonds and, thereby, to
20 refund, in whole or in part, the Prior 2006 Series C Bonds
21 (collectively, the "Debt Service Savings Analysis");

22
23 **WHEREAS**, the Successor Agency desires at this time to
24 approve the issuance of the Refunding Series B Bonds and to
25 approve the form of and authorize the execution and delivery of

1 (i) the Indenture of Trust, by and between the Successor Agency
2 and The Bank of New York Mellon Trust Company, N.A., as trustee,
3 providing for the issuance of the Refunding Series B Bonds (the
4 "Refunding Series B Bonds Indenture"), and (ii) the Irrevocable
5 Refunding Instructions to be delivered to The Bank of New York
6 Mellon Trust Company, N.A., as trustee of the Prior 2006 Series
7 B Bonds, to be dated as of the date of the issuance and delivery
8 of the Refunding Series B Bonds (the "Prior 2006 Series B Bonds
9 Refunding Instructions");

10
11 **WHEREAS**, the Successor Agency desires at this time to
12 approve the issuance of the Refunding Series C Bonds and to
13 approve the form of and authorize the execution and delivery of
14 (i) the Indenture of Trust, by and between the Successor Agency
15 and The Bank of New York Mellon Trust Company, N.A., as trustee,
16 providing for the issuance of the Refunding Series C Bonds (the
17 "Refunding Series C Bonds Indenture" and together with the
18 Refunding Series B Bonds Indenture, the "Indentures"), and (ii)
19 the Irrevocable Refunding Instructions to be delivered to The
20 Bank of New York Mellon Trust Company, N.A., as trustee of the
21 Prior 2006 Series C Bonds, to be dated as of the date of the
22 issuance and delivery of the Refunding Series C Bonds (the
23 "Prior 2006 Series C Bonds Refunding Instructions" and, together
24 with the Prior 2006 Series B Refunding Instructions, the
25 "Refunding Instructions");

1
2 **WHEREAS**, pursuant to Section 34179, an oversight board (the
3 "Oversight Board") has been established for the Successor
4 Agency;

5
6 **WHEREAS**, the Successor Agency is now requesting that the
7 Oversight Board approve the issuance of the Refunding Bonds
8 pursuant to this Resolution and the Indentures;

9
10 **WHEREAS**, the Successor Agency further requests that the
11 Oversight Board make certain determinations described below on
12 which the Successor Agency will rely in undertaking the
13 refunding proceedings and the issuance of the Refunding Bonds;

14
15 **WHEREAS**, the Successor Agency has determined to sell the
16 Refunding Series B Bonds to Citigroup Global Markets Inc. and RBC
17 Capital Markets, LLC (in such capacity, together with any other
18 underwriter selected by the Authorized Officers to serve as a
19 co-manager thereof, the "Refunding Series B Bonds Original
20 Purchaser") pursuant to the terms of a Bond Purchase Agreement
21 with respect to the Refunding Series B Bonds (the "Refunding
22 Series B Bonds Purchase Agreement") to be entered into by the
23 Successor Agency and the Refunding Series B Bonds Original
24 Purchaser;

1 **WHEREAS**, the Successor Agency has determined to sell the
2 Refunding Series C Bonds to Citigroup Global Markets Inc. and
3 RBC Capital Markets, LLC (in such capacity, together with any
4 other underwriter selected by the Authorized Officers to serve
5 as a co-manager thereof, the "Refunding Series C Bonds Original
6 Purchaser" and together with the Refunding Series B Bonds
7 Original Purchaser, the "Original Purchasers") pursuant to the
8 terms of a Bond Purchase Agreement with respect to the Refunding
9 Series C Bonds (the "Refunding Series C Bonds Purchase
10 Agreement" and together with the Refunding Series B Bonds
11 Purchase Agreement, the "Purchase Agreements") to be entered
12 into by the Successor Agency and the Refunding Series C Bonds
13 Original Purchaser;

14
15 **WHEREAS**, following approval by the Oversight Board of the
16 issuance of the Refunding Bonds by the Successor Agency and upon
17 submission of the Oversight Board Resolution to the California
18 Department of Finance, the Successor Agency will, with the
19 assistance of its Disclosure Counsel, the Financial Advisor and
20 its Fiscal Consultant, cause to be prepared a form of (i)
21 Official Statement for the Refunding Series B Bonds describing
22 the Refunding Series B Bonds and containing material information
23 relating to the Successor Agency and the Refunding Series B
24 Bonds, the preliminary form of which will be submitted to the
25 Successor Agency for approval for distribution by the Refunding

1 Series B Bonds Original Purchaser, as underwriter of the
2 Refunding Series B Bonds, to persons and institutions interested
3 in purchasing the Refunding Series B Bonds and (ii) Official
4 Statement for the Refunding Series C Bonds describing the
5 Refunding Series C Bonds and containing material information
6 relating to the Successor Agency and the Refunding Series C
7 Bonds, the preliminary form of which will be submitted to the
8 Successor Agency for approval for distribution by the Refunding
9 Series C Bonds Original Purchaser, as underwriter of the
10 Refunding Series C Bonds, to persons and institutions interested
11 in purchasing the Refunding Series C Bonds;

12
13 NOW, THEREFORE, the Successor Agency to the Redevelopment
14 Agency for the County of Riverside **RESOLVES** as follows:

15
16 1. Determination of Savings. The Successor Agency has
17 determined that there are significant potential savings
18 available to the Successor Agency and to applicable taxing
19 entities in compliance with the Savings Parameters by the
20 issuance by the Successor Agency of (i) the Refunding Series B
21 Bonds to provide funds to refund and defease Prior 2006 Series B
22 Bonds and (ii) the Refunding C Bonds to provide funds to refund
23 and defease the Prior 2006 Series C Bonds, all as evidenced by
24 the Debt Service Savings Analysis on file with the Secretary of
25 the Successor Agency, which Debt Service Savings Analysis is

1 hereby approved. The Savings Parameters shall be separately met
2 with respect to each of the Prior 2006 Series B Bonds and the
3 Prior 2006 Series C Bonds.

4
5 2. Approval of Issuance of the Bonds. (a) The Successor
6 Agency hereby authorizes and approves the issuance of the
7 Refunding Series B Bonds under the Law (as defined in the
8 Refunding Series B Bonds Indenture) and the Refunding Law in the
9 aggregate principal amount of not to exceed \$60,000,000,
10 provided that the Refunding Series B Bonds are in compliance
11 with the Savings Parameters with respect thereto at the time of
12 sale and delivery; and (b) The Successor Agency hereby
13 authorizes and approves the issuance of the Refunding Series C
14 Bonds under the Law (as defined in the Refunding Series C
15 Indenture) and the Refunding Law in the aggregate principal
16 amount of not to exceed \$10,500,000, provided that the Refunding
17 Series C Bonds are in compliance with the Savings Parameters
18 with respect thereto at the time of sale and delivery;

19
20 3. Approval of Indentures. The Successor Agency hereby
21 approves the Indentures prescribing the terms and provisions of
22 the Refunding Bonds and the application of the proceeds of the
23 Refunding Bonds. Each of the County Executive Officer or the
24 Deputy County Executive Officer of the County of Riverside, on
25 behalf of the Successor Agency (each, an "Authorized Officer"),

1 is hereby authorized and directed to execute and deliver, and
2 the Secretary of the Successor Agency, is hereby authorized and
3 directed to attest to, the Indentures for and in the name and on
4 behalf of the Successor Agency, in substantially the forms on
5 file with the Secretary of the Successor Agency, with such
6 changes therein, deletions therefrom and additions thereto as
7 the Authorized Officer executing the same shall approve, such
8 approval to be conclusively evidenced by the execution and
9 delivery of the Indentures. The Successor Agency hereby
10 authorizes the delivery and performance of the Indentures.

11
12 4. Approval of Refunding Instructions. The forms of the
13 Refunding Instructions on file with the Secretary are hereby
14 approved and the Authorized Officers are, each acting alone
15 hereby authorized and directed, for and in the name and on
16 behalf of the Successor Agency, to execute and deliver the
17 Refunding Instructions. The Successor Agency hereby authorizes
18 the delivery and performance of its obligations under the
19 Refunding Instructions.

20
21 5. Oversight Board Approval of the Issuance of the Bonds.
22 The Successor Agency hereby requests the Oversight Board as
23 authorized by Section 34177.5(f) and Section 34180 to approve
24 the issuance of the Refunding Bonds pursuant to Section
25 34177.5(a)(1) and this Resolution and the Indentures.

1
2 6. Determinations by the Oversight Board. The Successor
3 Agency requests that the Oversight Board make the following
4 determinations upon which the Successor Agency will rely in
5 undertaking the refunding proceedings and the issuance of the
6 Refunding Bonds:

7
8 (a) The Successor Agency is authorized, as provided in
9 Section 34177.5(f), to recover its costs related to the issuance
10 of each of the Refunding Bonds from the proceeds of such
11 Refunding Bonds, including the cost of reimbursing its
12 administrative staff for time spent with respect to the
13 authorization, issuance, sale and delivery of such Refunding
14 Bonds;

15
16 (b) The application of proceeds of the Refunding Series B
17 Bonds by the Successor Agency to the refunding and defeasance of
18 the Prior 2006 Series B Bonds and the application of proceeds of
19 the Refunding Series C Bonds by the Successor Agency to the
20 refunding and defeasance of the Prior 2006 Series C Bonds, as
21 well as the payment by the Successor Agency of costs of issuance
22 of each of the Refunding Bonds, as provided in Section
23 34177.5(a), shall be implemented by the Successor Agency
24 promptly upon sale and delivery of the respective Refunding
25 Bonds, notwithstanding Section 34177.3 or any other provision of

1 law to the contrary, without the approval of the Oversight
2 Board, the California Department of Finance, the Riverside
3 County Auditor-Controller or any other person or entity other
4 than the Successor Agency;

5
6 (c) The Successor Agency shall be entitled to receive its
7 full Administrative Cost Allowance under Section 34181(a)(3)
8 without any deductions with respect to continuing costs related
9 to each of the Refunding Bonds, such as trustee's fees, auditing
10 and fiscal consultant fees and continuing disclosure and rating
11 agency costs (collectively, "Continuing Costs of Issuance"), and
12 such Continuing Costs of Issuance shall be payable from property
13 tax revenues pursuant to Section 34183. In addition and as
14 provided by Section 34177.5(f), if the Successor Agency is
15 unable to complete the issuance of any of the Refunding Bonds
16 for any reason, the Successor Agency shall, nevertheless, be
17 entitled to recover its costs incurred with respect to the
18 refunding proceedings with respect to such Refunding Bonds from
19 such property tax revenues pursuant to Section 34183 without
20 reduction in its Administrative Cost Allowance.

21
22 7. Filing of Debt Service Savings Analysis and
23 Resolution. The Secretary of the Successor Agency is hereby
24 authorized and directed to file the Debt Service Savings
25 Analysis, together with a certified copy of this Resolution,

1 with the Oversight Board, and, as provided in Section 34180(j)
2 with the Riverside County Administrative Officer, the Riverside
3 County Auditor-Controller and the California Department of
4 Finance.

5
6 8. Sale of Refunding Bonds. The Successor Agency hereby
7 approves the Purchase Agreements. The Authorized Officers, each
8 acting alone, are hereby authorized and directed to execute and
9 deliver the Purchase Agreements for and in the name and on
10 behalf of the Successor Agency, in substantially the forms on
11 file with the Secretary of the Successor Agency, with such
12 changes therein, deletions therefrom and additions thereto as
13 the Authorized Officer executing the same shall approve, such
14 approval to be conclusively evidenced by the execution and
15 delivery of each such Purchase Agreement, provided, that the
16 Underwriters' discount (exclusive of original issue discount),
17 shall not exceed one-half percent (0.5%) of the original
18 principal amount of the Refunding Bonds. The Authorized
19 Officers are further authorized to select one or more co-
20 managing underwriters for either or both series of the Refunding
21 Bonds.

22
23 9. Issuance of Refunding Bonds in Whole or in Part. It
24 is the intent of the Successor Agency to sell and deliver the
25 Refunding Bonds in whole, provided that there is compliance with

1 the Savings Parameters. However, the Successor Agency will
2 initially authorize the sale and delivery of the Refunding Bonds
3 in whole or, if such Savings Parameters cannot be met with
4 respect to the whole or for any other reason the Refunding Bonds
5 cannot be issued in whole, then in part; provided that the
6 Refunding Bonds so sold and delivered in part are in compliance
7 with the Savings Parameters. The sale and delivery of the
8 Refunding Bonds in part will in each instance provide sufficient
9 funds only for the refunding of that portion of the Refunding
10 Bonds that meet the Savings Parameters. In the event the
11 Refunding Bonds are initially sold in part, the Successor Agency
12 intends to sell and deliver additional parts of the Refunding
13 Bonds without the prior approval of the Oversight Board provided
14 that in each such instance the Refunding Bonds so sold and
15 delivered in part are in compliance with the Savings
16 Parameters.

17
18 10. Municipal Bond Insurance and Surety Bonds. The
19 Authorized Officers, each acting alone, are hereby authorized
20 and directed to take all actions necessary to obtain a municipal
21 bond insurance policy for either or both series of Refunding
22 Bonds and reserve account surety bonds for either or both series
23 of Refunding Bonds from one or more municipal bond insurance
24 companies if it is determined, upon consultation with the
25 Financial Advisor and the Original Purchaser of such Refunding

1 Bonds, that such municipal bond insurance policy and/or surety
2 bond will reduce the true interest costs with respect to such
3 Refunding Bonds.

4
5 11. Approval of Official Statement. Following approval by
6 the Oversight Board of the issuance of the Refunding Bonds by
7 the Successor Agency and upon submission of the Oversight Board
8 Resolution to the California Department of Finance, the
9 Successor Agency will, with the assistance of its Disclosure
10 Counsel, Fiscal Consultant and Financial Advisor, cause to be
11 prepared a form of Official Statement for the Refunding Series B
12 Bonds and the Refunding Series C Bonds, in each case describing
13 the applicable Refunding Bonds and containing material
14 information relating to the Successor Agency and the applicable
15 Refunding Bonds, the preliminary forms of which will be
16 submitted to the Successor Agency for approval for distribution
17 by the applicable Original Purchaser to persons and institutions
18 interested in purchasing such Refunding Bonds.

19
20 12. Official Actions. The Authorized Officers and any and
21 all other officers of the Successor Agency are hereby authorized
22 and directed, for and in the name and on behalf of the Successor
23 Agency, to do any and all things and take any and all actions,
24 which they, or any of them, may deem necessary or advisable in
25 obtaining the requested approvals by the Oversight Board and the

1 California Department of Finance and in the issuance, sale and
2 delivery of the Refunding Bonds. Whenever in this Resolution
3 any officer of the Successor Agency is directed to execute or
4 countersign any document or take any action, such execution,
5 countersigning or action may be taken on behalf of such officer
6 by any person designated by such officer to act on his or her
7 behalf in the case such officer is absent or unavailable.

8
9 13. Effective Date. This Resolution shall take effect from
10 and after the date of approval and adoption thereof.

1 The foregoing resolution was passed and adopted by the
2 Successor Agency to the Redevelopment Agency for the County of
3 Riverside at a regular meeting held on the 26th day of January,
4 2016, by the following vote:

5
6 AYES:

7
8 NOES:

9
10 ABSENT:

11
12 ABSTAIN:

13
14 _____
Chair

15 (S E A L)

16 Attest:

17
18 By: _____
Secretary

TABLE OF CONTENTS

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Report	Page
Sources and Uses of Funds	1
Summary of Refunding Results	2
Bond Summary Statistics	3
Savings	4
Bond Pricing	5
Summary of Bonds Refunded	6
Bond Debt Service	7
Unrefunded Bond Debt Service	8
Escrow Requirements	9
Escrow Descriptions	10
Escrow Cost	11
Escrow Cash Flow	12
Escrow Sufficiency	13
Escrow Statistics	14

SOURCES AND USES OF FUNDS

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Sources:

Bond Proceeds:	
Par Amount	8,845,000.00
Premium	1,320,271.15
	10,165,271.15
	10,165,271.15

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.12
SLGS Purchases	9,757,622.00
	9,757,622.12
 Delivery Date Expenses:	
Cost of Issuance	250,000.00
Underwriter's Discount	48,647.50
Surety Policy	20,932.50
Bond Insurance	87,625.90
	407,205.90
 Other Uses of Funds:	
Additional Proceeds	443.13
	443.13
	10,165,271.15

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

SUMMARY OF REFUNDING RESULTS

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Dated Date	05/11/2016
Delivery Date	05/11/2016
Arbitrage yield	3.120689%
Escrow yield	0.362750%
Value of Negative Arbitrage	103,202.04
Bond Par Amount	8,845,000.00
True Interest Cost	3.523189%
Net Interest Cost	3.867710%
All-In TIC	3.898740%
Average Coupon	4.963656%
Average Life	13.118
Par amount of refunded bonds	9,555,000.00
Average coupon of refunded bonds	4.510152%
Average life of refunded bonds	12.994
PV of prior debt to 05/11/2016 @ 3.120689%	10,964,863.27
Net PV Savings	443,068.65
Percentage savings of refunded bonds	4.637035%
Percentage savings of refunding bonds	5.009256%

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

BOND SUMMARY STATISTICS

Successor Agency to the Redevelopment Agency for the County of Riverside
 Mid-County Redevelopment Project Area
 Refunding of Series 2006

Dated Date	05/11/2016
Delivery Date	05/11/2016
Last Maturity	10/01/2037
Arbitrage Yield	3.120689%
True Interest Cost (TIC)	3.523189%
Net Interest Cost (NIC)	3.867710%
All-In TIC	3.898740%
Average Coupon	4.963656%
Average Life (years)	13.118
Weighted Average Maturity (years)	13.160
Duration of Issue (years)	9.855
Par Amount	8,845,000.00
Bond Proceeds	10,165,271.15
Total Interest	5,759,316.67
Net Interest	4,487,693.02
Total Debt Service	14,604,316.67
Maximum Annual Debt Service	697,750.00
Average Annual Debt Service	682,799.22
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.500000
Total Underwriter's Discount	5.500000
Bid Price	114.376751

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds	8,845,000.00	114.927	4.964%	13.118	7,383.55
	8,845,000.00			13.118	7,383.55

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,845,000.00	8,845,000.00	8,845,000.00
+ Accrued Interest			
+ Premium (Discount)	1,320,271.15	1,320,271.15	1,320,271.15
- Underwriter's Discount	-48,647.50	-48,647.50	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts		-108,558.40	-87,625.90
Target Value	10,116,623.65	9,758,065.25	10,077,645.25
Target Date	05/11/2016	05/11/2016	05/11/2016
Yield	3.523189%	3.898740%	3.120689%

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

SAVINGS

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 05/11/2016 @ 3.1206886%
10/01/2016	216,384.38	165,666.67	50,717.71	50,110.61
10/01/2017	717,768.76	686,000.00	31,768.76	30,481.99
10/01/2018	711,368.76	688,200.00	23,168.76	21,539.69
10/01/2019	711,868.76	685,100.00	26,768.76	24,079.32
10/01/2020	716,618.76	689,100.00	27,518.76	23,970.86
10/01/2021	710,368.76	682,500.00	27,868.76	23,505.46
10/01/2022	711,550.00	687,750.00	23,800.00	19,456.27
10/01/2023	714,925.00	692,000.00	22,925.00	18,161.55
10/01/2024	713,275.00	685,250.00	28,025.00	21,541.65
10/01/2025	705,950.00	678,000.00	27,950.00	20,828.29
10/01/2026	713,175.00	685,250.00	27,925.00	20,174.95
10/01/2027	709,275.00	681,250.00	28,025.00	19,630.61
10/01/2028	719,700.00	696,500.00	23,200.00	15,745.32
10/01/2029	713,775.00	690,000.00	23,775.00	15,648.03
10/01/2030	722,175.00	697,750.00	24,425.00	15,590.45
10/01/2031	714,225.00	689,000.00	25,225.00	15,615.70
10/01/2032	715,600.00	689,500.00	26,100.00	15,670.41
10/01/2033	710,850.00	683,750.00	27,100.00	15,780.80
10/01/2034	715,200.00	692,000.00	23,200.00	13,097.67
10/01/2035	713,200.00	688,500.00	24,700.00	13,527.61
10/01/2036	715,075.00	688,750.00	26,325.00	13,986.16
10/01/2037	710,600.00	682,500.00	28,100.00	14,482.13
	15,202,928.18	14,604,316.67	598,611.51	442,625.52

Savings Summary

PV of savings from cash flow	442,625.52
Plus: Refunding funds on hand	443.13
	443,068.65
Net PV Savings	443,068.65

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

BOND PRICING

Successor Agency to the Redevelopment Agency for the County of Riverside
 Mid-County Redevelopment Project Area
 Refunding of Series 2006

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Call Date for Arb Yield	Call Price for Arb Yield	Premium (-Discount)
Serial Bonds:											
	10/01/2017	260,000	3.000%	1.100%	102.611						6,788.60
	10/01/2018	270,000	3.000%	1.340%	103.889						10,500.30
	10/01/2019	275,000	4.000%	1.500%	108.229						22,629.75
	10/01/2020	290,000	4.000%	1.670%	109.819						28,475.10
	10/01/2021	295,000	5.000%	1.880%	115.916						46,952.20
	10/01/2022	315,000	5.000%	2.060%	117.513						55,165.95
	10/01/2023	335,000	5.000%	2.230%	118.771						62,882.85
	10/01/2024	345,000	5.000%	2.410%	119.562						67,488.90
	10/01/2025	355,000	5.000%	2.570%	120.154						71,546.70
	10/01/2026	380,000	5.000%	2.800%	119.709						74,894.20
	10/01/2027	395,000	5.000%	2.900%	118.717	3.043%	10/01/2026	100.000	10/01/2026	100.000	73,932.15
	10/01/2028	430,000	5.000%	3.020%	117.539	3.267%	10/01/2026	100.000	10/01/2026	100.000	75,417.70
	10/01/2029	445,000	5.000%	3.050%	117.247	3.387%	10/01/2026	100.000	10/01/2026	100.000	76,749.15
	10/01/2030	475,000	5.000%	3.130%	116.472	3.530%	10/01/2026	100.000	10/01/2026	100.000	78,242.00
	10/01/2031	490,000	5.000%	3.200%	115.799	3.649%	10/01/2026	100.000	10/01/2026	100.000	77,415.10
	10/01/2032	515,000	5.000%	3.250%	115.321	3.741%	10/01/2026	100.000	10/01/2026	100.000	78,903.15
	10/01/2033	535,000	5.000%	3.300%	114.845	3.823%	10/01/2026	100.000	10/01/2026	100.000	79,420.75
	10/01/2034	570,000	5.000%	3.350%	114.372	3.898%	10/01/2026	100.000	10/01/2026	100.000	81,920.40
	10/01/2035	595,000	5.000%	3.400%	113.901	3.965%	10/01/2026	100.000	10/01/2026	100.000	82,710.95
	10/01/2036	625,000	5.000%	3.450%	113.433	4.027%	10/01/2026	100.000	10/01/2026	100.000	83,956.25
	10/01/2037	650,000	5.000%	3.500%	112.966	4.085%	10/01/2026	100.000	10/01/2026	100.000	84,279.00
		8,845,000									1,320,271.15

Dated Date	05/11/2016	
Delivery Date	05/11/2016	
First Coupon	10/01/2016	
Par Amount	8,845,000.00	
Premium	1,320,271.15	
Production	10,165,271.15	114.926751%
Underwriter's Discount	-48,647.50	-0.550000%
Purchase Price	10,116,623.65	114.376751%
Accrued Interest		
Net Proceeds	10,116,623.65	

Notes:
 RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE
 Rates and market conditions as of December 8, 2015
 Assumes BBB+ underlying rating
 Assumes insurance at a cost of 0.60% of debt service
 Assumes surety cost of 3.0% of reserve requirement

SUMMARY OF BONDS REFUNDED

Successor Agency to the Redevelopment Agency for the County of Riverside
 Mid-County Redevelopment Project Area
 Refunding of Series 2006

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Mid-County - Series 2006, MC_06:					
TE_SR_01	10/01/2017	4.000%	285,000.00	10/01/2016	100.000
	10/01/2018	5.000%	290,000.00	10/01/2016	100.000
	10/01/2019	5.000%	305,000.00	10/01/2016	100.000
	10/01/2020	5.000%	325,000.00	10/01/2016	100.000
	10/01/2021	4.125%	335,000.00	10/01/2016	100.000
	10/01/2022	4.750%	350,000.00	10/01/2016	100.000
TE_TM_01	10/01/2023	4.500%	370,000.00	10/01/2016	100.000
	10/01/2024	4.500%	385,000.00	10/01/2016	100.000
	10/01/2025	4.500%	395,000.00	10/01/2016	100.000
	10/01/2026	4.500%	420,000.00	10/01/2016	100.000
TE_TM_02	10/01/2027	4.500%	435,000.00	10/01/2016	100.000
	10/01/2028	4.500%	465,000.00	10/01/2016	100.000
	10/01/2029	4.500%	480,000.00	10/01/2016	100.000
	10/01/2030	4.500%	510,000.00	10/01/2016	100.000
	10/01/2031	4.500%	525,000.00	10/01/2016	100.000
	10/01/2032	4.500%	550,000.00	10/01/2016	100.000
TE_TM_03	10/01/2033	4.500%	570,000.00	10/01/2016	100.000
	10/01/2034	4.500%	600,000.00	10/01/2016	100.000
	10/01/2035	4.500%	625,000.00	10/01/2016	100.000
	10/01/2036	4.500%	655,000.00	10/01/2016	100.000
	10/01/2037	4.500%	680,000.00	10/01/2016	100.000
			9,555,000.00		

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

BOND DEBT SERVICE

Successor Agency to the Redevelopment Agency for the County of Riverside
 Mid-County Redevelopment Project Area
 Refunding of Series 2006

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
10/01/2016			165,666.67	165,666.67	8,845,000	8,845,000
10/01/2017	260,000	3.000%	426,000.00	686,000.00	8,585,000	8,585,000
10/01/2018	270,000	3.000%	418,200.00	688,200.00	8,315,000	8,315,000
10/01/2019	275,000	4.000%	410,100.00	685,100.00	8,040,000	8,040,000
10/01/2020	290,000	4.000%	399,100.00	689,100.00	7,750,000	7,750,000
10/01/2021	295,000	5.000%	387,500.00	682,500.00	7,455,000	7,455,000
10/01/2022	315,000	5.000%	372,750.00	687,750.00	7,140,000	7,140,000
10/01/2023	335,000	5.000%	357,000.00	692,000.00	6,805,000	6,805,000
10/01/2024	345,000	5.000%	340,250.00	685,250.00	6,460,000	6,460,000
10/01/2025	355,000	5.000%	323,000.00	678,000.00	6,105,000	6,105,000
10/01/2026	380,000	5.000%	305,250.00	685,250.00	5,725,000	5,725,000
10/01/2027	395,000	5.000%	286,250.00	681,250.00	5,330,000	5,330,000
10/01/2028	430,000	5.000%	266,500.00	696,500.00	4,900,000	4,900,000
10/01/2029	445,000	5.000%	245,000.00	690,000.00	4,455,000	4,455,000
10/01/2030	475,000	5.000%	222,750.00	697,750.00	3,980,000	3,980,000
10/01/2031	490,000	5.000%	199,000.00	689,000.00	3,490,000	3,490,000
10/01/2032	515,000	5.000%	174,500.00	689,500.00	2,975,000	2,975,000
10/01/2033	535,000	5.000%	148,750.00	683,750.00	2,440,000	2,440,000
10/01/2034	570,000	5.000%	122,000.00	692,000.00	1,870,000	1,870,000
10/01/2035	595,000	5.000%	93,500.00	688,500.00	1,275,000	1,275,000
10/01/2036	625,000	5.000%	63,750.00	688,750.00	650,000	650,000
10/01/2037	650,000	5.000%	32,500.00	682,500.00		
	8,845,000		5,759,316.67	14,604,316.67		

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

UNREFUNDED BOND DEBT SERVICE

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
10/01/2016	265,000	4.000%	5,300	270,300		
	265,000		5,300	270,300		

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

ESCROW REQUIREMENTS

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Period Ending	Interest	Principal Redeemed	Total
10/01/2016	216,384.38	9,555,000.00	9,771,384.38
	216,384.38	9,555,000.00	9,771,384.38

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

ESCROW DESCRIPTIONS

Successor Agency to the Redevelopment Agency for the County of Riverside
 Mid-County Redevelopment Project Area
 Refunding of Series 2006

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
May 11, 2016:						
SLGS	Certificate	10/01/2016	10/01/2016	9,757,622	0.360%	0.360%
				9,757,622		

SLGS Summary

SLGS Rates File	09DEC15
Total Certificates of Indebtedness	9,757,622.00

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE
 Rates and market conditions as of December 8, 2015
 Assumes BBB+ underlying rating
 Assumes insurance at a cost of 0.60% of debt service
 Assumes surety cost of 3.0% of reserve requirement

ESCROW COST

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	10/01/2016	9,757,622	0.360%	9,757,622.00
		9,757,622		9,757,622.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
05/11/2016	9,757,622	0.12	9,757,622.12	0.362750%
	9,757,622	0.12	9,757,622.12	

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

ESCROW CASH FLOW

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Date	Principal	Interest	Net Escrow Receipts	Present Value to 05/11/2016 @ 0.3627502%
10/01/2016	9,757,622.00	13,762.26	9,771,384.26	9,757,622.00
	9,757,622.00	13,762.26	9,771,384.26	9,757,622.00

Escrow Cost Summary

Purchase date	05/11/2016
Purchase cost of securities	9,757,622.00
Target for yield calculation	9,757,622.00

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

ESCROW SUFFICIENCY

Successor Agency to the Redevelopment Agency for the County of Riverside
Mid-County Redevelopment Project Area
Refunding of Series 2006

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
05/11/2016		0.12	0.12	0.12
10/01/2016	9,771,384.38	9,771,384.26	-0.12	
	9,771,384.38	9,771,384.38	0.00	

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes BBB+ underlying rating

Assumes insurance at a cost of 0.60% of debt service

Assumes surety cost of 3.0% of reserve requirement

ESCROW STATISTICS

Successor Agency to the Redevelopment Agency for the County of Riverside
 Mid-County Redevelopment Project Area
 Refunding of Series 2006

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 9,757,622.12	0.388	0.362750%	0.362750%	9,654,420.08	103,202.04	
9,757,622.12				9,654,420.08	103,202.04	0.00

Delivery date 05/11/2016
 Arbitrage yield 3.120689%

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE
 Rates and market conditions as of December 8, 2015
 Assumes BBB+ underlying rating
 Assumes insurance at a cost of 0.60% of debt service
 Assumes surety cost of 3.0% of reserve requirement

TABLE OF CONTENTS

Successor Agency to the Redevelopment Agency for the County of Riverside
Jurupa Valley Redevelopment Project Area
Refunding of Series 2006

Report	Page
Sources and Uses of Funds	1
Summary of Refunding Results	2
Bond Summary Statistics	3
Savings	4
Bond Pricing	5
Summary of Bonds Refunded	6
Bond Debt Service	7
Unrefunded Bond Debt Service	8
Escrow Requirements	9
Escrow Descriptions	10
Escrow Cost	11
Escrow Cash Flow	12
Escrow Sufficiency	13
Escrow Statistics	14

SOURCES AND USES OF FUNDS

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Sources:

Bond Proceeds:	
Par Amount	49,885,000.00
Premium	7,574,492.00
	<u>57,459,492.00</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.54
SLGS Purchases	<u>56,544,046.00</u>
	56,544,046.54

Delivery Date Expenses:	
Cost of Issuance	250,000.00
Underwriter's Discount	174,597.50
Bond Insurance	409,219.01
Surety Policy	<u>78,254.00</u>
	912,070.51

Other Uses of Funds:	
Additional Proceeds	3,374.95
	<u>57,459,492.00</u>

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

SUMMARY OF REFUNDING RESULTS

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Dated Date	05/11/2016
Delivery Date	05/11/2016
Arbitrage yield	3.057125%
Escrow yield	0.362750%
Value of Negative Arbitrage	584,420.50
Bond Par Amount	49,885,000.00
True Interest Cost	3.450402%
Net Interest Cost	3.801837%
All-In TIC	3.585367%
Average Coupon	4.947377%
Average Life	12.949
Par amount of refunded bonds	55,330,000.00
Average coupon of refunded bonds	4.669728%
Average life of refunded bonds	12.926
PV of prior debt to 05/11/2016 @ 3.057125%	64,784,598.01
Net PV Savings	5,273,981.02
Percentage savings of refunded bonds	9.531865%
Percentage savings of refunding bonds	10.572278%

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

BOND SUMMARY STATISTICS

Successor Agency to the Redevelopment Agency for the County of Riverside
Jurupa Valley Redevelopment Project Area
Refunding of Series 2006

Dated Date	05/11/2016
Delivery Date	05/11/2016
Last Maturity	10/01/2037
Arbitrage Yield	3.057125%
True Interest Cost (TIC)	3.450402%
Net Interest Cost (NIC)	3.801837%
All-In TIC	3.585367%
Average Coupon	4.947377%
Average Life (years)	12.949
Weighted Average Maturity (years)	13.013
Duration of Issue (years)	9.794
Par Amount	49,885,000.00
Bond Proceeds	57,459,492.00
Total Interest	31,958,802.78
Net Interest	24,558,908.28
Total Debt Service	81,843,802.78
Maximum Annual Debt Service	3,912,700.00
Average Annual Debt Service	3,826,463.51
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	3.500000
Total Underwriter's Discount	3.500000
Bid Price	114.833907

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
A Rated Serial Bond	49,885,000.00	115.184	4.947%	12.949	41,717.50
	49,885,000.00			12.949	41,717.50

	TIC	All-In TIC	Arbitrage Yield
Par Value	49,885,000.00	49,885,000.00	49,885,000.00
+ Accrued Interest			
+ Premium (Discount)	7,574,492.00	7,574,492.00	7,574,492.00
- Underwriter's Discount	-174,597.50	-174,597.50	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts		-487,473.01	-487,473.01
Target Value	57,284,894.50	56,547,421.49	56,972,018.99
Target Date	05/11/2016	05/11/2016	05/11/2016
Yield	3.450402%	3.585367%	3.057125%

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

SAVINGS

Successor Agency to the Redevelopment Agency for the County of Riverside
Jurupa Valley Redevelopment Project Area
Refunding of Series 2006

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 05/11/2016 @ 3.0571246%
10/01/2016	1,293,796.88	926,352.78	367,444.10	363,134.15
10/01/2017	4,232,593.76	3,907,050.00	325,543.76	313,616.85
10/01/2018	4,221,793.76	3,896,300.00	325,493.76	304,055.60
10/01/2019	4,228,793.76	3,904,500.00	324,293.76	293,740.16
10/01/2020	4,230,043.76	3,904,900.00	325,143.76	285,544.40
10/01/2021	4,236,793.76	3,912,700.00	324,093.76	275,950.42
10/01/2022	4,218,543.76	3,892,500.00	326,043.76	269,133.61
10/01/2023	4,222,106.26	3,897,250.00	324,856.26	260,103.93
10/01/2024	4,214,856.26	3,892,250.00	322,606.26	250,513.91
10/01/2025	4,222,606.26	3,897,750.00	324,856.26	244,646.46
10/01/2026	4,204,356.26	3,883,000.00	321,356.26	234,706.33
10/01/2027	4,221,512.50	3,898,750.00	322,762.50	228,695.29
10/01/2028	4,216,725.00	3,893,250.00	323,475.00	222,327.65
10/01/2029	4,216,618.76	3,892,250.00	324,368.76	216,258.03
10/01/2030	4,220,731.26	3,895,250.00	325,481.26	210,495.06
10/01/2031	4,218,600.00	3,896,750.00	321,850.00	201,910.57
10/01/2032	4,210,225.00	3,886,500.00	323,725.00	197,002.47
10/01/2033	4,216,562.50	3,894,750.00	321,812.50	189,955.58
10/01/2034	3,980,300.00	3,655,250.00	325,050.00	186,102.45
10/01/2035	3,992,600.00	3,670,000.00	322,600.00	179,148.82
10/01/2036	3,996,825.00	3,671,500.00	325,325.00	175,233.08
10/01/2037	3,997,125.00	3,675,000.00	322,125.00	168,331.23
	89,014,109.50	81,843,802.78	7,170,306.72	5,270,606.07

Savings Summary

PV of savings from cash flow	5,270,606.07
Plus: Refunding funds on hand	3,374.95
Net PV Savings	5,273,981.02

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

BOND PRICING

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Call Date for Arb Yield	Call Price for Arb Yield	Premium (-Discount)
A Rated Serial Bond:											
	10/01/2017	1,525,000	3.000%	1.040%	102.695						41,098.75
	10/01/2018	1,560,000	3.000%	1.300%	103.985						62,166.00
	10/01/2019	1,615,000	4.000%	1.480%	108.298						134,012.70
	10/01/2020	1,680,000	4.000%	1.670%	109.819						164,959.20
	10/01/2021	1,755,000	4.000%	1.860%	110.923						191,698.65
	10/01/2022	1,805,000	5.000%	2.050%	117.578						317,282.90
	10/01/2023	1,900,000	5.000%	2.230%	118.771						356,649.00
	10/01/2024	1,990,000	5.000%	2.410%	119.562						389,283.80
	10/01/2025	2,095,000	5.000%	2.520%	120.617						431,926.15
	10/01/2026	2,185,000	5.000%	2.700%	120.712						452,557.20
	10/01/2027	2,310,000	5.000%	2.810%	119.610	C 2.959%	10/01/2026	100.000	10/01/2026	100.000	452,991.00
	10/01/2028	2,420,000	5.000%	2.920%	118.520	C 3.179%	10/01/2026	100.000	10/01/2026	100.000	448,184.00
	10/01/2029	2,540,000	5.000%	3.000%	117.735	C 3.345%	10/01/2026	100.000	10/01/2026	100.000	450,469.00
	10/01/2030	2,670,000	5.000%	3.080%	116.956	C 3.491%	10/01/2026	100.000	10/01/2026	100.000	452,725.20
	10/01/2031	2,805,000	5.000%	3.150%	116.279	C 3.611%	10/01/2026	100.000	10/01/2026	100.000	456,625.95
	10/01/2032	2,935,000	5.000%	3.200%	115.799	C 3.705%	10/01/2026	100.000	10/01/2026	100.000	463,700.65
	10/01/2033	3,090,000	5.000%	3.250%	115.321	C 3.789%	10/01/2026	100.000	10/01/2026	100.000	473,418.90
	10/01/2034	3,005,000	5.000%	3.300%	114.845	C 3.864%	10/01/2026	100.000	10/01/2026	100.000	446,092.25
	10/01/2035	3,170,000	5.000%	3.350%	114.372	C 3.933%	10/01/2026	100.000	10/01/2026	100.000	455,592.40
	10/01/2036	3,330,000	5.000%	3.400%	113.901	C 3.996%	10/01/2026	100.000	10/01/2026	100.000	462,903.30
	10/01/2037	3,500,000	5.000%	3.450%	113.433	C 4.054%	10/01/2026	100.000	10/01/2026	100.000	470,155.00
		49,885,000									7,574,492.00

Dated Date	05/11/2016	
Delivery Date	05/11/2016	
First Coupon	10/01/2016	
Par Amount	49,885,000.00	
Premium	7,574,492.00	
Production	57,459,492.00	115.183907%
Underwriter's Discount	-174,597.50	-0.350000%
Purchase Price	57,284,894.50	114.833907%
Accrued Interest		
Net Proceeds	57,284,894.50	

Notes:
 RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE
 Rates and market conditions as of December 8, 2015
 Assumes 'A' underlying rating
 Assumes insurance at a cost of 0.50% of debt service
 Assumes surety cost of 2.0% of reserve requirement

SUMMARY OF BONDS REFUNDED

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Jurupa - Series 2006, JU_06:					
TE_SR_01	10/01/2017	4.000%	1,645,000.00	10/01/2016	100.000
	10/01/2018	4.000%	1,700,000.00	10/01/2016	100.000
	10/01/2019	5.000%	1,775,000.00	10/01/2016	100.000
	10/01/2020	5.000%	1,865,000.00	10/01/2016	100.000
	10/01/2021	5.000%	1,965,000.00	10/01/2016	100.000
	10/01/2022	4.250%	775,000.00	10/01/2016	100.000
	10/01/2023	5.000%	2,145,000.00	10/01/2016	100.000
	10/01/2024	5.000%	2,245,000.00	10/01/2016	100.000
	10/01/2025	5.000%	2,365,000.00	10/01/2016	100.000
	10/01/2026	4.375%	2,465,000.00	10/01/2016	100.000
TE_SR_02	10/01/2022	5.000%	1,270,000.00	10/01/2016	100.000
TE_TM_01	10/01/2027	4.625%	2,590,000.00	10/01/2016	100.000
	10/01/2028	4.625%	2,705,000.00	10/01/2016	100.000
	10/01/2029	4.625%	2,830,000.00	10/01/2016	100.000
	10/01/2030	4.625%	2,965,000.00	10/01/2016	100.000
	10/01/2031	4.625%	3,100,000.00	10/01/2016	100.000
TE_TM_02	10/01/2032	4.750%	3,235,000.00	10/01/2016	100.000
	10/01/2033	4.750%	3,395,000.00	10/01/2016	100.000
	10/01/2034	4.750%	3,320,000.00	10/01/2016	100.000
	10/01/2035	4.750%	3,490,000.00	10/01/2016	100.000
TE_TM_03	10/01/2036	4.500%	3,660,000.00	10/01/2016	100.000
	10/01/2037	4.500%	3,825,000.00	10/01/2016	100.000
			55,330,000.00		

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

BOND DEBT SERVICE

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
10/01/2016			926,352.78	926,352.78	49,885,000	49,885,000
10/01/2017	1,525,000	3.000%	2,382,050.00	3,907,050.00	48,360,000	48,360,000
10/01/2018	1,560,000	3.000%	2,336,300.00	3,896,300.00	46,800,000	46,800,000
10/01/2019	1,615,000	4.000%	2,289,500.00	3,904,500.00	45,185,000	45,185,000
10/01/2020	1,680,000	4.000%	2,224,900.00	3,904,900.00	43,505,000	43,505,000
10/01/2021	1,755,000	4.000%	2,157,700.00	3,912,700.00	41,750,000	41,750,000
10/01/2022	1,805,000	5.000%	2,087,500.00	3,892,500.00	39,945,000	39,945,000
10/01/2023	1,900,000	5.000%	1,997,250.00	3,897,250.00	38,045,000	38,045,000
10/01/2024	1,990,000	5.000%	1,902,250.00	3,892,250.00	36,055,000	36,055,000
10/01/2025	2,095,000	5.000%	1,802,750.00	3,897,750.00	33,960,000	33,960,000
10/01/2026	2,185,000	5.000%	1,698,000.00	3,883,000.00	31,775,000	31,775,000
10/01/2027	2,310,000	5.000%	1,588,750.00	3,898,750.00	29,465,000	29,465,000
10/01/2028	2,420,000	5.000%	1,473,250.00	3,893,250.00	27,045,000	27,045,000
10/01/2029	2,540,000	5.000%	1,352,250.00	3,892,250.00	24,505,000	24,505,000
10/01/2030	2,670,000	5.000%	1,225,250.00	3,895,250.00	21,835,000	21,835,000
10/01/2031	2,805,000	5.000%	1,091,750.00	3,896,750.00	19,030,000	19,030,000
10/01/2032	2,935,000	5.000%	951,500.00	3,886,500.00	16,095,000	16,095,000
10/01/2033	3,090,000	5.000%	804,750.00	3,894,750.00	13,005,000	13,005,000
10/01/2034	3,005,000	5.000%	650,250.00	3,655,250.00	10,000,000	10,000,000
10/01/2035	3,170,000	5.000%	500,000.00	3,670,000.00	6,830,000	6,830,000
10/01/2036	3,330,000	5.000%	341,500.00	3,671,500.00	3,500,000	3,500,000
10/01/2037	3,500,000	5.000%	175,000.00	3,675,000.00		
	49,885,000		31,958,802.78	81,843,802.78		

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

UNREFUNDED BOND DEBT SERVICE

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
10/01/2016	1,575,000	4.000%	31,500	1,606,500		
	1,575,000		31,500	1,606,500		

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

ESCROW REQUIREMENTS

Successor Agency to the Redevelopment Agency for the County of Riverside
Jurupa Valley Redevelopment Project Area
Refunding of Series 2006

Period Ending	Interest	Principal Redeemed	Total
10/01/2016	1,293,796.88	55,330,000.00	56,623,796.88
	1,293,796.88	55,330,000.00	56,623,796.88

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

ESCROW DESCRIPTIONS

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
May 11, 2016:						
SLGS	Certificate	10/01/2016	10/01/2016	56,544,046	0.360%	0.360%
				56,544,046		

SLGS Summary

SLGS Rates File	09DEC15
Total Certificates of Indebtedness	56,544,046.00

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE
 Rates and market conditions as of December 8, 2015
 Assumes 'A' underlying rating
 Assumes insurance at a cost of 0.50% of debt service
 Assumes surety cost of 2.0% of reserve requirement

ESCROW COST

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	10/01/2016	56,544,046	0.360%	56,544,046.00
		56,544,046		56,544,046.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
05/11/2016	56,544,046	0.54	56,544,046.54	0.362750%
	56,544,046	0.54	56,544,046.54	

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

ESCROW CASH FLOW

Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Date	Principal	Interest	Net Escrow Receipts	Present Value to 05/11/2016 @ 0.3627501%
10/01/2016	56,544,046.00	79,750.34	56,623,796.34	56,544,046.00
	56,544,046.00	79,750.34	56,623,796.34	56,544,046.00

Escrow Cost Summary

Purchase date	05/11/2016
Purchase cost of securities	56,544,046.00
Target for yield calculation	56,544,046.00

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

ESCROW SUFFICIENCY

Successor Agency to the Redevelopment Agency for the County of Riverside
Jurupa Valley Redevelopment Project Area
Refunding of Series 2006

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
05/11/2016		0.54	0.54	0.54
10/01/2016	56,623,796.88	56,623,796.34	-0.54	
	56,623,796.88	56,623,796.88	0.00	

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE

Rates and market conditions as of December 8, 2015

Assumes 'A' underlying rating

Assumes insurance at a cost of 0.50% of debt service

Assumes surety cost of 2.0% of reserve requirement

ESCROW STATISTICS

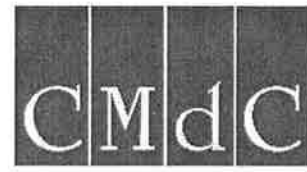
Successor Agency to the Redevelopment Agency for the County of Riverside
 Jurupa Valley Redevelopment Project Area
 Refunding of Series 2006

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 56,544,046.54	0.388	0.362750%	0.362750%	55,959,626.03	584,420.50	0.01
56,544,046.54				55,959,626.03	584,420.50	0.01

Delivery date 05/11/2016
 Arbitrage yield 3.057125%

Notes:

RESULTS ARE PRELIMINARY AND SUBJECT TO CHANGE
 Rates and market conditions as of December 8, 2015
 Assumes 'A' underlying rating
 Assumes insurance at a cost of 0.50% of debt service
 Assumes surety cost of 2.0% of reserve requirement



C.M. de CRINIS & CO., INC.

MEMORANDUM

To: Successor Agency to the Redevelopment Agency for the County of Riverside

Date: January 11, 2016

From: C.M. de Crinis - Financial Advisor to the County of Riverside Tax Allocation Bonds Refunding Program

RE: 2016 Bond Refunding Plan – Refunding of Riverside County Public Financing Authority \$169,720,000 2006 Series A and \$33,820,000 2006 Series B

Introduction

As a result of ABx1 26 and the California Supreme Court decision in the Matosantos case challenging the constitutionality of AB 26, all redevelopment agencies in the State were dissolved as of February 1, 2012, including the Redevelopment Agency for the County of Riverside, and successor agencies to the former redevelopment agencies were designated to expeditiously wind down the affairs of the former redevelopment agencies. The County of Riverside acts as the successor agency to the Redevelopment Agency (the “Successor Agency”).

Section 34177.5 of the Health & Safety Code, which was added to the Dissolution Act by AB 1484, authorizes the Successor Agency to issue bonds for the purpose of refunding outstanding tax allocation bonds of the Redevelopment Agency or the Successor Agency to provide debt service savings provided that (A) the total interest cost to maturity on the refunding bonds plus the principal amount of the refunding bonds does not exceed the total remaining interest cost to maturity on the bonds to be refunded plus the remaining principal of the bonds to be refunded, and (B) the principal amount of the refunding bonds does not exceed the amount required to defease

the refunded bonds, to establish customary debt service reserves, and to pay related costs of issuance. If the foregoing conditions are satisfied, the initial principal amount of the refunding bonds may be greater than the outstanding principal amount of the bonds to be refunded.

Section 34177.5(h) of the Dissolution Act requires the Successor Agency to make diligent efforts to ensure that the lowest long-term cost financing is obtained, and requires the successor agency to make use of an independent financial advisor in developing financing proposals and to make the work products of the financial advisor available to the Department of Finance at its request. This report will be submitted to the Department of Finance as part of the Agency's request for approval of the proposed 2016 refunding for the 2006 A and 2006 B Public Financing Authority Tax Allocation Revenue Bonds.

This report is written by C.M. de Crinis & Co. Inc., which has been engaged as the independent financial advisor to the County of Riverside's Tax Allocation Bond Refunding Program (the "County Program"), to analyze the possible refunding of the Successor Agency's tax allocation bonds and to assure compliance with AB 1484.

Overview of Bond Refunding Plan

On February 20, 2014 the County's Successor Agency Oversight Board elected, pursuant to Health and Safety Code Section 34177.5(f), to participate in the Riverside County's Refunding Program which is available to all Successor Agencies in the County. The Department of Finance has previously approved the refunding of eleven bond series for the County's Successor Agency and three bond series for participating cities. Consistent with its internal policies and its fiduciary obligation to the taxpayers, the Successor Agency's staff and the Program's financing team continue to bring forward refunding candidates that meet its savings guidelines. Currently we have identified five additional Series of outstanding bonds totaling \$168,470,000 that can be refunded for savings. These five bond series were included in the Riverside County Public Financing Authority's \$169,720,000 2006 Series A Tax Allocation Revenue Bonds (Jurupa Valley, Desert Communities, & Interstate I 215 Projects) and \$33,820,000 2006 Series B Tax Allocation Revenue Bonds (Mid-County & Project Area No. 1). The Bonds were pooled under the Mark Roos Bond Pooling Act in 2006. Based on underlying project area bond ratings at the time and bond insurance premiums a Series A and Series B were recommended. The County's Refunding Program has produced over \$27 million in NPV savings for the County's Successor Agency and over \$41 million NPV savings when including other participating Agencies within the County.



Refunding Candidates

The Successor Agency proposes to refund the highlighted issues:

S&P Underlying Rating S&P RPTTF Rating	Non-Housing Principal Outstanding					
	Series A	Series B	Series C	Series D	Series E	
	A	A	BBB+	A	A-	A
Project Area	PA-1	Jurupa	MCPA	DCPA	I-215	Total
2006 RCJPA Ser A		56,905,000		59,025,000	24,355,000	140,285,000
2006 RCJPA Ser B	18,365,000		9,820,000			28,185,000
2007 Jurupa Valley		74,095,000				74,095,000
2010 Mid-County			5,405,000			5,405,000
2010 DCPA				29,050,000		29,050,000
2010 I-215					47,400,000	47,400,000
2011 Jurupa Ser B		23,133,001				23,133,001
2011 Jurupa Ser B-T		5,230,000				5,230,000
2014 PFA Bonds	19,105,000			27,455,000	16,170,000	62,730,000
2015 C			15,025,000			15,025,000
2015B		64,365,000				64,365,000
2015 PFA Bonds	22,460,000			13,620,000	18,875,000	54,955,000
Total Senior Lien	59,930,000	223,728,001	30,250,000	129,150,000	106,800,000	549,858,001
2011 DCPA Sub.				5,940,000		5,940,000
2011 I-215 2nd Lien					11,739,720	11,739,720
Total All	59,930,000	223,728,001	30,250,000	135,090,000	118,539,720	567,537,721

Refunding Candidates

- Series 2006 A Bonds (Project Area No. 1).** Currently \$18,365,000 in Bonds are outstanding and refundable for acceptable savings. These bonds have a final maturity date of October 1, 2037 and are first callable 10/1/2016 at Par. Successor Agency Refunding Series 2016 A Bonds in the amount of \$16,075,000 are proposed to be issued. Net Present Value savings are currently \$1,416,331 or 7.93% of bonds refunded. It is expected that the amount of refunding bonds to be sold will be less than the bonds outstanding as a result of “premium” pricing; the net proceeds will be sufficient to redeem the outstanding bonds. ROPS collection for 2015/16 will also be applied to the refunding.
- Series 2006 B Bonds (Jurupa Valley Project).** Currently \$56,905,000 in Bonds are outstanding and refundable for acceptable savings. These bonds have a final maturity date of October 1, 2037 and are first callable 10/1/2016 at Par. Successor Agency Refunding Series 2016 B Bonds in the amount of \$49,885,000 are proposed to be issued. Net Present Value savings are currently \$5,273,981 or 9.53% of bonds refunded. It is expected that the amount of refunding bonds to be sold will be less than the bonds outstanding as a result of “premium” pricing; the net proceeds will be sufficient to redeem the outstanding bonds. ROPS collection for 2015/16 will also be applied to the refunding.



3. **Series 2006 C Bonds (Mid-County Project).** Currently \$9,820,000 in Bonds are outstanding and refundable for acceptable savings. These bonds have a final maturity date of October 1, 2037 and are first callable 10/1/2016 at Par. Successor Agency Refunding Series 2016 C Bonds in the amount of \$8,845,000 are proposed to be issued. Net Present Value savings are currently \$443,069 or 4.64% of bonds refunded. It is expected that the amount of refunding bonds to be sold will be less than the bonds outstanding as a result of “premium” pricing; the net proceeds will be sufficient to redeem the outstanding bonds. ROPS collection for 2015/16 will also be applied to the refunding.

4. **Series 2006 D Bonds (Desert Communities Project).** Currently \$59,025,000 in Bonds are outstanding and \$49,510,000 are advance refundable for acceptable savings. These bonds have a final maturity date of October 1, 2037 and are first callable 10/1/2016 at Par. Successor Agency 2016 D Bonds in the amount of \$43,280,000 are proposed to be issued. Net Present Value savings are currently \$4,740,472 or 9.85% of bonds refunded. It is expected that the amount of refunding bonds to be sold will be less than the bonds outstanding as a result of “premium” pricing; the net proceeds will be sufficient to redeem the outstanding bonds. ROPS collection for 2015/16 will also be applied to the refunding.

5. **Series 2006 E Bonds (I-215 Project).** Currently \$24,355,000 in Bonds are outstanding and refundable for acceptable savings. These bonds have a final maturity date of October 1, 2037 and are first callable 10/1/2016 at Par. Successor Agency 2016 E Bonds in the amount of \$21,345,000 are proposed to be issued. Net Present Value savings are currently \$2,279,696 or 9.6% of bonds refunded. It is expected that the amount of refunding bonds to be sold will be less than the bonds outstanding as a result of “premium” pricing; the net proceeds will be sufficient to redeem the outstanding bonds. ROPS collection for 2015/16 will also be applied to the refunding.

Bond Structure and Credit Considerations

Refunding Series 2006 A, D and E Bonds on a pooled basis.

\$80,700,000

Riverside County Public Financing Authority

2016 Series A Tax Allocation Refunding Revenue Bonds

(Project Area # 1, Desert Communities PA & Interstate 215 PA)

After analyzing several alternative structures with the lead underwriter, the recommended financing plan is to *consolidate the three Successor Agency refunding bond issues, the Series 2016 A, D and E Bonds into a single bond issue in a simultaneous two-step process. First, senior lien project area refunding bonds, the Series 2016 A, D and E Bonds will be issued by the Successor Agency on parity with the existing project area senior lien bonds. Additionally, these bonds will be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Successor Agency's Redevelopment Property Tax Trust Fund pursuant to Section 34177.5(g), known as an RPTTF Pledge.*

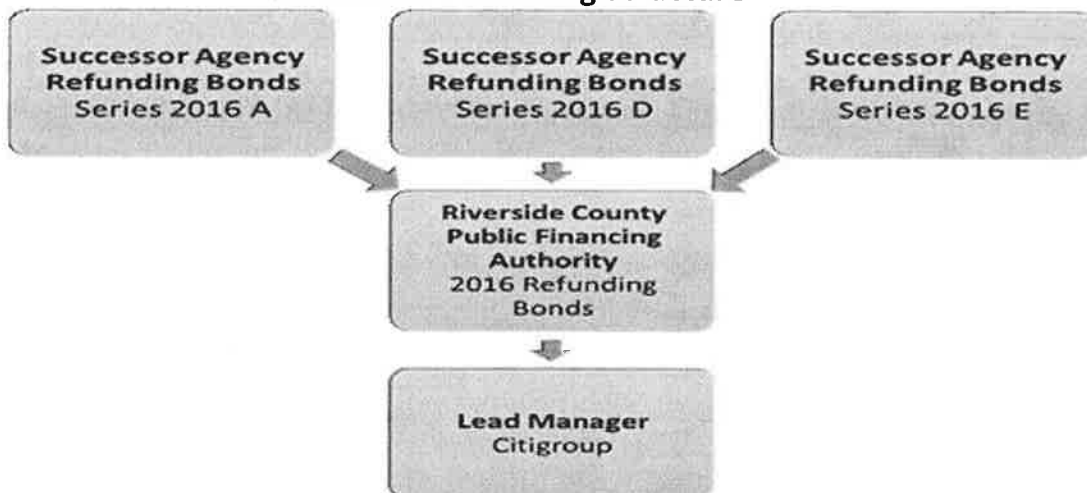


Second, *the Series 2016 A, D and E Bonds* will simultaneously sold to the Riverside County Public Financing Authority and pooled into a single revenue bond issue, the Riverside County Public Financing Authority 2016 Refunding Revenue Bonds. This pooled structure is advisable as the senior lien bonds of the underlying Project Areas (Project Area No. 1, Desert Communities, and Interstate 215) each received the same bond rating of Standard & Poor’s “A-” in 2014 and again in 2015. In 2015 the same structure received a rating upgrade to “A”. It is expected therefor that the Series 2016 Bonds will also be rated Standard & Poor’s “A”. Given their identical underlying ratings it is not expected that pooling the issues will incur added interest costs and that costs of issuing the bonds can be lowered. Institutional investors are familiar with the pooled structure from 2015. This is the *same bond structure* approved by the Department of Finance to refund Series 2005 A, D and E Bonds for the corresponding project areas.

Issuing all the Refunding Bonds in a single issuance, with a subordinate RPTTF pledge only, was also explored. Given the complex nature of the County RPTTF Fund, existing senior and subordinate debt and existing project areas and sub areas, it was not deemed advisable given potential investor and bond insurance concerns. The proposed structure was determined more efficient from a bond pricing and savings standpoint.

The 2016 Refunding Revenue Bonds issued by the Authority will be purchased by an underwriting team lead by Citigroup Global Markets. Senior lien debt service coverage on the Series A Bonds is expected to be 186%, senior lien debt service coverage on the Series D Bonds is expected to be 152% and senior lien debt service coverage on the Series E Bonds is expected to be 175%. The Series D Bonds, secured by the Desert Communities Project Area, has the lowest debt service coverage and may be seen by investors, insurers, and rating agencies as the weakest link in terms of debt service coverage in the pool. Revenue Bond Structures, as proposed, are not cross collateralized, with the exception of the RPTTF back up pledge. The Desert Communities Project Area however has high property owner diversification and is considered one of the strongest of the Agency’s project areas.

2016 Bond Refunding Structure



County policy is to achieve a minimum net combined present value target of 3% of the principal bonds refunded (*Board Policy B-24 for the Riverside County Debt Advisory Committee*). If the savings are insufficient, the Successor Agency may forgo or delay the refinancing. The Series 2006 A, D, E and 2006 B and C Bonds can be refunded or repaid at any time after October 1, 2016 upon 30 days' notice and will be treated as a current refunding under Federal Tax Law if issued after July 1, 2016 and as an advance refunding if issued prior to that date. Depending on NPV savings levels and market outlook the Successor Agency may elect to issue the bonds as advance refunding bonds in April of 2016 or delay the issuance to June 2016 with a closing after July 1, 2016 to effect a current refunding. A current refunding or forward refunding would allow an additional \$9,240,000 in Series D Desert Communities Project Area bonds to be refunded for savings. This amount is not advance refundable.

Tax revenues will be pledged to pay the refunding debt service and submitted together with other existing Successor Agency debt service on the semi-annual ROPS for approval by the Department of Finance.

The bond term and repayment dates will be identical to the outstanding bonds being refunded. Savings will be proportional in each year.

Bond Structure and Credit Considerations

Series B and C Bonds on standalone basis

\$49,885,000

**Jurupa Valley Project Area
Tax Allocation Refunding Bonds
2016 Series B**

\$8,845,000

**Mid County Project Area
Tax Allocation Refunding Bonds
2016 Series C**

The Series 2016 Series B (Jurupa Valley Project Area) and C (Mid-County Project Area) Refunding Bonds will *be issued directly by the Agency* on senior lien parity basis with its existing outstanding bond series in each Project Area. The decision was made not to include the Series B or C Bonds in the pooled financing since Jurupa Valley is the largest and strongest of the Agency's five project areas and in the opinion of the managing underwriter would garner more investor interest while the Series C Bonds, the Mid-County Project Area, is the smallest and weakest of the Agency's five project areas and in the opinion of the managing underwriter would garner the least investor and bond insurer interest. Pooling this issue with the other Project Areas would be detrimental to the 2016 PFA Bonds given that under the pooled structure the weakest project area is the basis for the bond rating and bond insurance pricing. In 2015 Mid-County was turned down for bond insurance from one of the primary insurance and premiums were higher from the remaining insurer. Project owner concentration is very high in Mid-County. The decision was made to keep the Agency's debt structure reasonably manageable. Expected debt service coverage on the 2016 Series B Jurupa issue is expected at 180% and the coverage on the Series C Mid-County issue is expected to be 380%, however most of this coverage is due to a single Power Plant owner.

The current rating of the Jurupa Project Area is "A" by Standard & Poor's and the current rating of the Mid-County Project Area is "BBB+" by Standard & Poors. The RPTTF rating



when pledged as back up raises the ratings to "A". Jurupa is also expected to qualify for bond insurance. Whether Mid-County qualifies will have to be determined.

The bond term and repayment dates will be identical to the outstanding bonds being refunded. Savings will be proportional in each year.

Summary of Refunding Results

The refunding results present below demonstrate NPV savings to meet the savings requirements of Dissolution Act.

	<u>PFA Bonds</u>	<u>Jurupa</u>	<u>Mid County</u>	<u>Total</u>
Dated Date	5/11/2016	5/11/2016	5/11/2016	
Delivery Date	5/11/2016	5/11/2016	5/11/2016	
Arbitrage yield	3.02%	3.06%	3.12%	
Escrow yield	0.36%	0.36%	0.36%	
Value of Negative Arbitrage	\$936,673	\$584,421	\$103,202	\$1,624,296
Bond Par Amount	\$80,700,000	\$49,885,000	\$8,845,000	\$139,430,000
True Interest Cost	3.43%	3.45%	3.52%	
Net Interest Cost	3.79%	3.80%	3.87%	
All-In TIC	3.56%	3.59%	3.90%	
Average Coupon	4.95%	4.95%	4.96%	
Average Life	12.83	12.95	13.12	
Par amount of refunded bonds	\$89,640,000	\$55,330,000	\$9,555,000	\$154,525,000
Average coupon of refunded bonds	4.64%	4.67%	4.51%	
Average life of refunded bonds	12.81	12.93	12.99	
PV of prior debt to 05/11/2016	\$104,859,266	\$64,784,598	\$10,964,863	\$180,608,727
Net PV Savings	\$8,436,499	\$5,273,981	\$443,069	\$14,153,549
Percentage savings of refunded bonds	9.41%	9.53%	4.64%	



The \$80,700,000 in PFA Bonds, which refund the underlying 2006 Series A, D and E Bonds, have the following underlying statistics and savings.

	<u>Desert</u> <u>Communities</u>	<u>I-215 Project</u>	<u>Project Area 1</u>	<u>TOTAL PFA</u>
Dated Date	5/11/2016	5/11/2016	5/11/2016	5/11/2016
Delivery Date	5/11/2016	5/11/2016	5/11/2016	5/11/2016
Arbitrage yield	3.02%	3.02%	3.02%	3.02%
Escrow yield	0.36%	0.36%	0.36%	0.36%
Value of Negative Arbitrage	\$502,528	\$247,629	\$186,515	\$936,673
Bond Par Amount	\$43,280,000	\$21,345,000	\$16,075,000	\$80,700,000
True Interest Cost	3.41%	3.46%	3.46%	3.43%
Net Interest Cost	3.76%	3.81%	3.82%	3.79%
All-In TIC	3.54%	3.59%	3.59%	3.56%
Average Coupon	4.94%	4.95%	4.95%	4.95%
Average Life	12.63	13.06	13.09	12.83
Par amount of refunded bonds	\$48,085,000	\$23,695,000	\$17,860,000	\$89,640,000
Average coupon of refunded bonds	4.67%	4.67%	4.51%	4.64%
Average life of refunded bonds	12.636	13.029	12.989	12.810
PV of prior debt to 05/11/2016	\$56,329,276	\$27,848,584	\$20,681,405	\$104,859,266
Net PV Savings	\$4,740,472	\$2,279,695	\$1,416,331	\$8,436,499
Percentage savings of refunded bonds	9.85%	9.62%	7.93%	9.41%



Consolidated Annual Savings Analysis – All Bonds

<u>Date</u>	<u>Prior Debt Service</u>	<u>Refunding Debt Service</u>	<u>Savings</u>	<u>Present Value to 05/11/2016</u>
10/1/2016	\$3,593,697	\$2,589,883	\$1,003,814	\$992,091
10/1/2017	11,802,394	\$10,929,700	\$872,694	\$840,699
10/1/2018	11,787,794	\$10,921,600	\$866,194	\$809,261
10/1/2019	11,798,044	\$10,929,900	\$868,144	\$786,482
10/1/2020	11,808,294	\$10,933,700	\$874,594	\$768,285
10/1/2021	11,805,544	\$10,940,100	\$865,444	\$737,176
10/1/2022	11,798,281	\$10,930,750	\$867,531	\$716,566
10/1/2023	11,805,556	\$10,940,750	\$864,806	\$692,975
10/1/2024	11,793,131	\$10,927,500	\$865,631	\$672,812
10/1/2025	11,796,656	\$10,926,500	\$870,156	\$656,037
10/1/2026	11,784,631	\$10,921,500	\$863,131	\$631,215
10/1/2027	11,783,188	\$10,917,000	\$866,188	\$614,626
10/1/2028	11,813,281	\$10,947,250	\$866,031	\$596,222
10/1/2029	11,806,588	\$10,939,750	\$866,838	\$578,979
10/1/2030	11,809,013	\$10,940,500	\$868,513	\$562,801
10/1/2031	11,804,400	\$10,938,250	\$866,150	\$544,545
10/1/2032	11,792,288	\$10,922,250	\$870,038	\$530,687
10/1/2033	11,807,775	\$10,937,250	\$870,525	\$515,126
10/1/2034	10,867,300	\$10,005,750	\$861,550	\$494,610
10/1/2035	10,875,300	\$10,009,000	\$866,300	\$482,483
10/1/2036	10,877,825	\$10,011,500	\$866,325	\$468,063
10/1/2037	<u>10,784,400</u>	<u>\$9,917,250</u>	<u>\$867,150</u>	<u>\$454,593</u>
Total	247,595,379	228,377,633	19,217,745	14,146,333
			PV of savings from cash flow	\$14,146,333
			Plus: Refunding funds on hand	\$7,216
			Net PV Savings	\$14,153,549



Bond Debt Service Reserve Funds

A key security feature of the underlying refunded bonds is a “*common reserve fund*” attributable to each project area. In 2006 the Authority’s Series A and B Revenue Bonds were insured by MBIA, now National Public Finance Guarantee, and were rated *Aaa/AAA*. The current rating by Standard & Poor’s of the Series 2006 Tax Allocation Revenue Bonds is “*AA-*”, as a result of the downgrade of the original insurer. *MBIA also provided a surety policy in lieu of a cash funded debt service reserve fund* for each of the five underlying series.

In 2014 amendments to the prior indentures were approved by the existing insurers, Syncora and National Public Finance Guarantee, to allow for new debt service reserve fund sureties in cases where lower rated bond reserve fund sureties currently exist. These amendments were granted in connection with the Agency’s 2014 Refunding Bonds. The Series 2006 A and B Bonds currently have bond reserve fund surety policies issued by MBIA which is now National Public Finance Guarantee. Securing new surety policies produces greater savings than funding the debt service reserve requirement with cash from bond proceeds.

There are three reserve fund surety providers generally acceptable to the market, Assured Guarantee Municipal, National Public Finance Guarantee and Build America Mutual; none have the “*AAA*” credit ratings from both Standard & Poor’s and Moody’s as required under the existing senior indentures. Their Standard and Poor’s ratings are “*AA*”, “*AA-*” and “*AA*” respectively. Obtaining bond insurance and a higher rated surety policy, if available, will upgrade the credit quality of the Project Area’s other outstanding parity tax allocation bonds. It is also expected that the Authority’s Refunding Bonds will qualify and benefit from bond insurance.

Bond Ratings

The Authority’s 2006 A Bonds, which include the Series 2006 B, D & E Bonds to be refunded are currently rated “*A-*” by Standard & Poor’s and the Authority’s 2006 B Bonds which include the Series 2006 A & C Bonds are currently rate “*BBB+*” by Standard & Pooors. It is expected, based on the experience of the Series 2015 Refunding that the Series 2016 PFA Refunding Revenue Bonds will receive a rating upgrade from Standard & Poor’s to “*A*”, based on each project area’s characteristics, increased debt service coverage, RPTTF Pledge and term and the 2016 Series B and C Bonds will also be rated “*A*” by Standard & Pooors. It is expected that the RPTTF backup pledge will improve the credit quality of Series 2016 Refunding Revenue Bonds.

It is also expected that bond insurance will be available from Assured Guaranty Mutual and/or Build America Mutual increasing the ratings to the “*AA*” category which is the current rating of both insurers by S&P. **Assured Guaranty insured the Agency’s 2015 Refunding Bonds.** No application will be made for a Moody’s or Fitch rating. Insurance premiums are expected to be lower for the Series B Jurupa Valley Project Area Bond and higher or possibly not available for the Series C Mid-County Project Area Bonds when compared to the proposed Pooled PFA Bond Series A, D and E Bonds.



Process and Timing

The Successor Agency and Oversight Boards are expected to approve the financing legal documents for the proposed refunding bond series at their respective meetings the week of January 25th 2016. The Successor Agency and the Authority are expected to take action to approve the Bond Official Statements in March 2016. Assuming timely approvals from all entities, including the State Department of Finance, the Successor Agency and the Authority anticipate underwriting the Refunding Bonds in April of 2016 or depending on market conditions in June of 2016 with closing and issuance a few weeks later.

Allocation of Savings

It is expected that reductions in annual debt service will be allocated by the County Auditor to the appropriate taxing entities semiannually as part of the tax apportionment and ROPS processes. The primary beneficiaries are school and community college districts receiving with approximately 60% of the savings. The County will receive approximately 30% (direct and indirect) of the annual savings, with the remainder distributed to cities and special districts. (See attached summary.)

Compliance with AB 1484

Based upon the current projected results, the 2016 Refunding Bonds would easily meet the tests imposed by AB 1484 – See “Summary of Refunding Results” herein. The total interest cost to maturity on the refunding bonds plus the principal amount of the refunding bonds does not exceed the total remaining interest cost to maturity on the bonds to be refunded plus the remaining principal of the bonds to be refunded, and the principal amount of the refunding bonds does not exceed the amount required to defease the refunded bonds, to establish customary debt service reserves, and to pay related costs of issuance. It is also worth noting here that the County’s policy with respect to refundings is to obtain a present value savings of at least 3% of the refunded bonds. (See Refunding Results Table herein)

The Successor Agency has made diligent efforts to ensure that the lowest long-term cost financing is obtained. These efforts include selecting a bond structure which is expected to carry the lowest interest cost. The Successor Agency has utilized an independent financial advisor in developing financing proposals and the work products of the financial advisor in addition to this memorandum are available to the Department of Finance at its request.



Estimated Residual Allocation Factors for Taxing Entities in County RDA Project Areas

<u>Fund ID</u>	<u>Fund Name</u>	<u>Share</u>
01-1001	GENERAL	0.21152981
01-1121	COUNTY FREE LIBRARY	0.02336083
01-1123	COUNTY STRUCTURE FIRE PROTECTION	0.06295123
02-2152	CITY OF BLYTHE ANX	0.00047799
02-2252	CITY OF COACHELLA ANX	0.00002460
02-2301	CITY OF CORONA	0.00839349
02-2321	CITY OF DESERT HOT SPRINGS	0.00019484
02-2375	CITY OF LA QUINTA	0.01729824
02-2407	CITY OF HEMET	0.00091476
02-2495	CITY OF MURRIETA	0.00061343
02-2498	CITY OF MURRIETA LIBRARY	0.00014062
02-2580	CITY OF PALM DESERT	0.00040621
02-2601	CITY OF PALM SPRINGS	0.00069522
02-2701	CITY OF RIVERSIDE	0.01073977
02-3100	CITY OF MENIFEE	0.00430943
02-3110	CITY OF MENIFEE FIRE PROTECTION	0.00448266
02-3200	CITY OF WILDOMAR	0.00101381
02-3210	CITY OF WILDOMAR FIRE PROTECTIO	0.00058810
02-3400	CITY OF EASTVALE	0.00216619
02-3410	CITY OF EASTVALE FIRE PROTECTIO	0.00562423
02-3500	CITY OF JURUPA VALLEY	0.02513357
03-0009	SAN BERNARDINO VAL COM COLLEGE - PTR	0.00003279
03-0018	COLTON JOINT UNIFIED SCHOOL - PTR	0.00000436
03-0801	BANNING UNIFIED SCHOOL - PTR	0.01527363
03-1601	COACHELLA VALLEY UNIFIED SCHOOL -PTR	0.09886181
03-1701	CORONA NORCO UNIFIED SCHOOL - PTR	0.04610018
03-2001	DESERT SANDS UNIFIED SCHOOL - PTR	0.00363834
03-2201	DESERT CENTER UNIFIED - PTR	0.00015484
03-2301	LAKE ELSINORE UNIFIED - PTR	0.01099686
03-3201	HEMET UNIFIED SCHOOL - PTR	0.00581063
03-3601	JURUPA UNIFIED SCHOOL - PTR	0.17301931
03-4501	MURRIETA UNIFIED - PTR	0.00236754
03-4701	NUVIEW SCHOOL - PTR	0.00017690
03-5101	PALM SPRINGS UNIFIED SCHOOL - PTR	0.02622428
03-5301	PALO VERDE UNIFIED SCHOOL - PTR	0.00234829
03-5401	PALO VERDE COMMUNITY COLLEGE - PTR	0.00048494
03-5701	PERRIS SCHOOL - PTR	0.00024738
03-5801	RIVERSIDE UNIFIED SCHOOL - PTR	0.03081675
03-6101	ROMOLAND SCHOOL - PTR	0.00284111



03-6501	TEMECULA UNIFIED - PTR	0.00147024
03-8001	VAL VERDE UNIF - PTR	0.01364782
03-8601	PERRIS UNION HIGH SCHOOL - PTR	0.01862694
03-9001	DESERT COMMUNITY COLLEGE - PTR	0.02442710
03-9101	RIVERSIDE CITY COMMUNITY COLLEG - PTR	0.03557698
03-9201	MT SAN JACINTO JUNIOR COLLEGE - PTR	0.00815128
03-9830	ELSINORE AREA ELEM SCHOOL FUND - PTR	0.00294685
03-9831	PERRIS AREA ELEM SCHOOL FUND - PTR	0.01483196
03-9832	PERRIS JR HIGH AREA FUND - PTR	0.01208622
03-9896	RIV. CO. OFFICE OF EDUCATION - PTR	0.04801379
04-1110	RIV CO REG PARK & OPEN SPACE	0.00435846
04-1362	FLOOD CONTROL ZONE 2	0.00363801
04-1363	FLOOD CONTROL ZONE 3	0.00133340
04-1366	FLOOD CONTROL ZONE 6	0.00163540
04-1724	COUNTY SERVICE AREA 22	0.00001033
04-1788	COUNTY SERVICE AREA 80	0.00020429
04-1792	SERVICE AREA # 84 - MENIFEE	0.00001983
04-1793	COUNTY SERVICE AREA 84	0.00004977
04-1794	COUNTY SERVICE AREA 85	0.00000000
04-1798	SERVICE AREA # 86 -MENIFEE	0.00004666
04-4018	ELSINORE VALLEY CEMETERY	0.00019762
04-4047	WILDOMAR CEMETERY	0.00008471
04-4157	JURUPA COMM SERV IMP 2	0.00107186
04-4158	JURUPA COMM SERV IMP 3	0.00116568
04-4365	DESERT HOSPITAL	0.00074766
04-4631	COUNTY ORTEGA TRAIL REC & PR	0.00031130
04-4851	MISSION SPRINGS WATER DISTRICT	0.00071281
04-4893	WEST VALLEY WATER	0.00000840
04-4917	RUBIDOUX COMM SERV DEBT SERVICE	0.00000237
04-5131	DESERT WATER AGENCY 1ST FRINGE	0.00075472
04-5142	DESERT WTR 6TH FRINGE PSEUDO	0.00000081
04-5491	EASTERN MUN WTR IMP DIST U-1	0.00004434
04-5494	EASTERN MUN WTR IMP DIST U-4	0.00001090
04-5496	EASTERN MUN WTR IMP DIST U-6	0.00002606
04-5501	ELSINORE VALLEY MUNICIPAL WATER	0.00313745
04-5711	WESTERN MUN WATER 1ST FRINGE	0.00000080
28-4736	RIVERSIDE CORONA RESOURCE CONSE	0.00011354
28-5260	LEE LAKE WATER	<u>0.00007467</u>
Total		1.00000000



1 **WHEREAS**, prior to the dissolution of the Former Agency, the
2 Former Agency issued its Redevelopment Agency For the County of
3 Riverside Desert Communities Redevelopment Project Area 2006 Tax
4 Allocation Bonds, Series D (the "Prior Series D Bonds") in the
5 initial aggregate principal amount of \$71,725,000 for the purpose
6 of financing redevelopment activities;
7

8 **WHEREAS**, prior to the dissolution of the Former Agency, the
9 Former Agency issued its Redevelopment Agency for the County of
10 Riverside Interstate 215 Corridor Redevelopment Project Area
11 2006 Tax Allocation Bonds, Series E (the "Prior Series E Bonds"
12 and together with the Prior Series A Bonds and the Prior Series
13 D Bonds, the "Prior Bonds") in the initial aggregate principal
14 amount of \$29,255,000 for the purpose of financing redevelopment
15 activities;
16

17 **WHEREAS**, Section 34177.5 authorizes the Successor Agency to
18 issue refunding bonds pursuant to Article 11 (commencing with
19 Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5
20 of the Government Code (the "Refunding Law") for the purpose of
21 achieving debt service savings within the parameters set forth
22 in Section 34177.5(a)(1) (the "Savings Parameters");
23

24 **WHEREAS**, to determine compliance with the Savings
25 Parameters for purposes of the issuance by the Successor Agency
26 of its (i) Successor Agency to the Redevelopment Agency for the
27 County of Riverside Redevelopment Project Area No. 1 2016 Tax
28

1 Allocation Refunding Bonds, Series A (the "Refunding Series A
2 Bonds"), (ii) Successor Agency to the Redevelopment Agency For
3 the County of Riverside Desert Communities Redevelopment Project
4 Area 2016 Tax Allocation Refunding Bonds, Series D (the
5 "Refunding Series D Bonds"), and (iii) Successor Agency to the
6 Redevelopment Agency for the County of Riverside Interstate 215
7 Corridor Redevelopment Project Area 2016 Tax Allocation
8 Refunding Bonds, Series E (the "Refunding Series E Bonds" and
9 together with the Refunding Series A Bonds and the Refunding
10 Series D Bonds, the "Refunding Bonds"), the Successor Agency has
11 caused its financial advisor, C.M. de Crinis & Co., Inc. (the
12 "Financial Advisor"), to prepare an analysis of the potential
13 savings that will accrue to the Successor Agency and to
14 applicable taxing entities as a result of the use of the
15 proceeds of the (a) Refunding Series A Bonds to repay the Prior
16 Series A Bonds and, thereby, to refund the Prior Series A Bonds,
17 (b) Refunding Series D Bonds to repay the Prior Series D Bonds
18 and, thereby, to refund the Prior Series D Bonds and (c)
19 Refunding Series E Bonds to repay the Prior Series E Bonds and,
20 thereby, to refund the Prior Series E Bonds (collectively, the
21 "Debt Service Savings Analysis");

22
23
24 **WHEREAS**, the Successor Agency desires at this time to
25 approve the issuance of the Refunding Series A Bonds and to
26 approve the form of and authorize the execution and delivery of
27 the Indenture of Trust, by and between the Successor Agency and
28 The Bank of New York Mellon Trust Company, N.A., as trustee,

1 providing for the issuance of the Refunding Series A Bonds (the
2 "Series A Indenture") and the Irrevocable Refunding Instructions
3 to be delivered to The Bank of New York Mellon Trust Company,
4 N.A., as trustee of the Prior Series A Bonds, to be dated as of
5 the date of the issuance and delivery of the Refunding Series A
6 Bonds (the "Refunding Series A Instructions");
7

8
9 **WHEREAS**, the Successor Agency wishes at this time to
10 approve the issuance of the Refunding Series D Bonds and to
11 approve the form of and authorize the execution and delivery of
12 the Indenture of Trust, by and between the Successor Agency and
13 The Bank of New York Mellon Trust Company, N.A., as trustee,
14 providing for the issuance of the Refunding Series D Bonds (the
15 "Series D Indenture") and the Irrevocable Refunding Instructions
16 to be delivered to The Bank of New York Mellon Trust Company,
17 N.A., as trustee of the Prior Series D Bonds, to be dated as of
18 the date of the issuance and delivery of the Refunding Series D
19 Bonds (the "Refunding Series D Instructions");
20

21 **WHEREAS**, the Successor Agency wishes at this time to
22 approve the issuance of the Refunding Series E Bonds and to
23 approve the form of and authorize the execution and delivery of
24 the Indenture of Trust, by and between the Successor Agency and
25 The Bank of New York Mellon Trust Company, N.A., as trustee,
26 providing for the issuance of the Refunding Series E Bonds (the
27 "Series E Indenture" and together with the Series A Indenture
28 and the Series D Indenture, the "Indentures" and each, an

1 "Indenture") and the Irrevocable Refunding Instructions to be
2 delivered to The Bank of New York Mellon Trust Company, N.A., as
3 trustee of the Prior Series E Bonds, to be dated as of the date
4 of the issuance and delivery of the Refunding Series E Bonds
5 (the "Refunding Series E Instructions" and together with the
6 Refunding Series A Instructions and the Refunding Series D
7 Instructions, the "Refunding Instructions");
8

9
10 **WHEREAS**, pursuant to Section 34179, an oversight board (the
11 "Oversight Board") has been established for the Successor
12 Agency;

13
14 **WHEREAS**, the Successor Agency is now requesting that the
15 Oversight Board approve the issuance of the Refunding Bonds
16 pursuant to this Resolution and the Indentures;

17
18 **WHEREAS**, the Successor Agency further requests that the
19 Oversight Board make certain determinations described below on
20 which the Successor Agency will rely in undertaking the
21 refunding proceedings and the issuance of the Refunding Bonds;

22
23 **WHEREAS**, the Successor Agency has determined to sell the
24 Refunding Bonds to the Riverside County Public Financing
25 Authority (the "Authority") which will, in turn issue its own
26 bonds (the "Authority Bonds") that will be secured by the
27 Refunding Bonds, and the Authority has determined to sell the
28 Authority Bonds to Citigroup Global Markets Inc. and RBC Capital

1 Markets, LLC (collectively, the "Original Purchasers") pursuant
2 to the terms of a Bond Purchase Agreement (the "Purchase
3 Agreement") to be entered into by and among the Successor
4 Agency, the Authority and the Original Purchasers;
5

6 **WHEREAS**, following approval by the Oversight Board of the
7 issuance of the Refunding Bonds by the Successor Agency and upon
8 submission of the Oversight Board Resolution to the California
9 Department of Finance, the Authority and the Successor Agency
10 will, with the assistance of their Disclosure Counsel, the
11 Financial Advisor and the Fiscal Consultant to the Successor
12 Agency, cause to be prepared a form of Official Statement for
13 the Authority Bonds and the Refunding Bonds and containing
14 material information relating to the Authority, the Successor
15 Agency, the Authority Bonds and the Refunding Bonds, the
16 preliminary form of which will be submitted to the Successor
17 Agency for approval for distribution by the Original Purchasers
18 to persons and institutions interested in purchasing the
19 Authority Bonds;
20

21 NOW, THEREFORE, the Successor Agency to the Redevelopment
22 Agency for the County of Riverside **RESOLVES** as follows:
23

24 1. Determination of Savings. The Successor Agency has
25 determined that there are significant potential savings
26 available to the Successor Agency and to applicable taxing
27 entities in compliance with the Savings Parameters by the
28

1 issuance by the Successor Agency of the Refunding Bonds to
2 provide funds to refund and defease the Prior Bonds, all as
3 evidenced by the Debt Service Savings Analysis on file with the
4 Secretary of the Successor Agency, which Debt Service Savings
5 Analysis is hereby approved.
6

7
8 2. Approval of Issuance of the Bonds.

9
10 (a) The Successor Agency hereby authorizes and approves
11 the issuance of the Refunding Series A Bonds under the Law and
12 the Refunding Law in the aggregate principal amount of not to
13 exceed \$20,000,000, provided that the Refunding Series A Bonds
14 are in compliance with the Savings Parameters with respect
15 thereto at the time of sale and delivery;

16
17 (b) The Successor Agency hereby authorizes and approves
18 the issuance of the Refunding Series D Bonds under the Law and
19 the Refunding Law in the aggregate principal amount of not to
20 exceed \$62,000,000, provided that the Refunding Series D Bonds
21 are in compliance with the Savings Parameters with respect
22 thereto at the time of sale and delivery; and

23
24 (c) The Successor Agency hereby authorizes and approves
25 the issuance of the Refunding Series E Bonds under the Law and
26 the Refunding Law in the aggregate principal amount of not to
27 exceed \$26,000,000, provided that the Refunding Series E Bonds
28

1 are in compliance with the Savings Parameters with respect
2 thereto at the time of sale and delivery.
3

4
5 3. Approval of Indentures. The Successor Agency hereby
6 approves the Indentures prescribing the terms and provisions of
7 the Refunding Bonds and the application of the proceeds of the
8 Refunding Bonds. Each of the County Executive Officer or the
9 Deputy County Executive Officer of the County of Riverside, on
10 behalf of the Successor Agency (each, an "Authorized Officer"),
11 is hereby authorized and directed to execute and deliver, and
12 the Secretary of the Successor Agency, is hereby authorized and
13 directed to attest to, each Indenture for and in the name and on
14 behalf of the Successor Agency, in substantially the forms on
15 file with the Secretary of the Successor Agency, with such
16 changes therein, deletions therefrom and additions thereto as
17 the Authorized Officer executing the same shall approve, such
18 approval to be conclusively evidenced by the execution and
19 delivery of each such Indenture. The Successor Agency hereby
20 authorizes the delivery and performance of each Indenture.

21
22 4. Approval of Refunding Instructions. The forms of the
23 Refunding Instructions on file with the Secretary are hereby
24 approved and the Authorized Officers are, each acting alone
25 hereby authorized and directed, for and in the name and on
26 behalf of the Successor Agency, to execute and deliver the
27 Refunding Instructions. The Successor Agency hereby authorizes
28

1 the delivery and performance of its obligations under the
2 Refunding Instructions.
3

4
5 5. Oversight Board Approval of the Issuance of the Bonds.

6 The Successor Agency hereby requests the Oversight Board as
7 authorized by Section 34177.5(f) and Section 34180 to approve
8 the issuance of the Refunding Bonds pursuant to Section
9 34177.5(a)(1) and this Resolution and the Indentures.

10
11 6. Determinations by the Oversight Board. The Successor

12 Agency requests that the Oversight Board make the following
13 determinations upon which the Successor Agency will rely in
14 undertaking the refunding proceedings and the issuance of the
15 Refunding Bonds:

16
17 (a) The Successor Agency is authorized, as provided in
18 Section 34177.5(f), to recover its costs related to the issuance
19 of each of the Refunding Bonds from the proceeds of such
20 Refunding Bonds, including the cost of reimbursing its
21 administrative staff for time spent with respect to the
22 authorization, issuance, sale and delivery of such Refunding
23 Bonds;

24
25 (b) The application of proceeds of each of the Refunding
26 Bonds by the Successor Agency to the refunding and defeasance of
27 the respective Prior Bonds, as well as the payment by the
28 Successor Agency of costs of issuance of each of the Refunding

1 Bonds, as provided in Section 34177.5(a), shall be implemented
2 by the Successor Agency promptly upon sale and delivery of the
3 respective Refunding Bonds, notwithstanding Section 34177.3 or
4 any other provision of law to the contrary, without the approval
5 of the Oversight Board, the California Department of Finance,
6 the Riverside County Auditor-Controller or any other person or
7 entity other than the Successor Agency;
8

9
10 (c) The Successor Agency shall be entitled to receive its
11 full Administrative Cost Allowance under Section 34181(a)(3)
12 without any deductions with respect to continuing costs related
13 to each of the Refunding Bonds, such as trustee's fees, auditing
14 and fiscal consultant fees and continuing disclosure and rating
15 agency costs (collectively, "Continuing Costs of Issuance"), and
16 such Continuing Costs of Issuance shall be payable from property
17 tax revenues pursuant to Section 34183. In addition and as
18 provided by Section 34177.5(f), if the Successor Agency is
19 unable to complete the issuance of any of the Refunding Bonds
20 for any reason, the Successor Agency shall, nevertheless, be
21 entitled to recover its costs incurred with respect to the
22 refunding proceedings with respect to such Refunding Bonds from
23 such property tax revenues pursuant to Section 34183 without
24 reduction in its Administrative Cost Allowance.

25
26 7. Filing of Debt Service Savings Analysis and
27 Resolution. The Secretary of the Successor Agency is hereby
28 authorized and directed to file the Debt Service Savings

1 Analysis, together with a certified copy of this Resolution,
2 with the Oversight Board, and, as provided in Section 34180(j)
3 with the Riverside County Administrative Officer, the Riverside
4 County Auditor-Controller and the California Department of
5 Finance.
6

7
8 8. Sale of Refunding Bonds; Sale of Authority Bonds. The
9 Successor Agency hereby approves the sale of the Refunding Bonds
10 to the Authority and the sale of the Authority Bonds to the
11 Original Purchasers pursuant to the Purchase Agreement. The
12 Authorized Officers, each acting alone, are hereby authorized
13 and directed to execute and deliver the Purchase Agreement (and
14 to provide such representations and warranties as is customary
15 in connection with the issuance of bonds such as the Refunding
16 Bonds, including by executing the Successor Agency's Letter of
17 Representations substantially in the form attached to the
18 Purchase Agreement), for and in the name and on behalf of the
19 Successor Agency, in substantially the form on file with the
20 Secretary of the Successor Agency, with such changes therein,
21 deletions therefrom and additions thereto as the Authorized
22 Officer executing the same shall approve, such approval to be
23 conclusively evidenced by the execution and delivery of the
24 Purchase Agreement. The Successor Agency hereby authorizes the
25 delivery and performance of its obligations under the Purchase
26 Agreement.
27
28

1
2 10. Issuance of Refunding Bonds in Whole or in Part. It
3 is the intent of the Successor Agency to sell and deliver the
4 Refunding Bonds in whole, provided that there is compliance with
5 the Savings Parameters. However, the Successor Agency will
6 initially authorize the sale and delivery of the Refunding Bonds
7 in whole or, if such Savings Parameters cannot be met with
8 respect to the whole or for any other reason the Refunding Bonds
9 cannot be issued in whole, then in part; provided that the
10 Refunding Bonds so sold and delivered in part are in compliance
11 with the Savings Parameters. The sale and delivery of the
12 Refunding Bonds in part will in each instance provide sufficient
13 funds only for the refunding of that portion of the Refunding
14 Bonds that meet the Savings Parameters. In the event the
15 Refunding Bonds are initially sold in part, the Successor Agency
16 intends to sell and deliver additional parts of the Refunding
17 Bonds without the prior approval of the Oversight Board provided
18 that in each such instance the Refunding Bonds so sold and
19 delivered in part are in compliance with the Savings
20 Parameters.

21
22 11. Municipal Bond Insurance and Surety Bonds. The
23 Authorized Officers, each acting alone, are hereby authorized
24 and directed to take all actions necessary to obtain a municipal
25 bond insurance policy for the Authority Bonds and reserve
26 account surety bonds for any of the Refunding Bonds from a
27 municipal bond insurance company if it is determined, upon
28 consultation with the Financial Advisor and the Original

1 Purchasers, that such municipal bond insurance policy and/or
2 surety bonds will reduce the true interest costs with respect to
3 the Authority Bonds and the Refunding Bonds.
4

5 12. Approval of Official Statement. Following approval by
6 the Oversight Board of the issuance of the Refunding Bonds by
7 the Successor Agency and upon submission of the Oversight Board
8 Resolution to the California Department of Finance, the
9 Authority and the Successor Agency will, with the assistance of
10 their Disclosure Counsel, Fiscal Consultant and Financial
11 Advisor, cause to be prepared a form of Official Statement for
12 the Authority Bonds and the Refunding Bonds describing the
13 Authority Bonds and the Refunding Bonds and containing material
14 information relating to the Successor Agency and the Refunding
15 Bonds, the preliminary form of which will be submitted to the
16 Successor Agency for approval for distribution by the Original
17 Purchasers to persons and institutions interested in purchasing
18 the Authority Bonds.
19

20 13. Official Actions. The Authorized Officers and any and
21 all other officers of the Successor Agency are hereby authorized
22 and directed, for and in the name and on behalf of the Successor
23 Agency, to do any and all things and take any and all actions,
24 which they, or any of them, may deem necessary or advisable in
25 obtaining the requested approvals by the Oversight Board and the
26 California Department of Finance and in the issuance, sale and
27 delivery of the Refunding Bonds. Whenever in this Resolution
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

any officer of the Successor Agency is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

14. Effective Date. This Resolution shall take effect from and after the date of approval and adoption thereof.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The foregoing resolution was passed and adopted by the
Successor Agency to the Redevelopment Agency for the County of
Riverside at a regular meeting held on the 26th day of January,
2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

Attest:

By: _____
Secretary

1 RESOLUTION NO. 2016-_____

2 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
3 FOR THE COUNTY OF RIVERSIDE APPROVING THE ISSUANCE OF REFUNDING
4 BONDS IN ORDER TO REFUND CERTAIN OUTSTANDING BONDS OF THE
5 DISSOLVED REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE,
6 APPROVING THE EXECUTION AND DELIVERY OF INDENTURES OF TRUST
7 RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE
8 ISSUANCE OF THE REFUNDING BONDS, REQUESTING CERTAIN
9 DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR OTHER
10 MATTERS PROPERLY RELATING THERETO
11

12
13 WHEREAS, pursuant to Section 34172(a) of the California
14 Health and Safety Code (unless otherwise noted, all Section
15 references hereinafter being to such Code), the Redevelopment
16 Agency for the County of Riverside (the "Former Agency") has
17 been dissolved and no longer exists as a public body, corporate
18 and politic, and pursuant to Section 34173, the Successor Agency
19 to the Redevelopment Agency for the County of Riverside (the
20 "Successor Agency") has become the successor entity to the
21 Former Agency;
22
23
24
25

1
2 **WHEREAS**, prior to the dissolution of the Former Agency, the
3 Former Agency issued its Redevelopment Agency For the County of
4 Riverside Redevelopment Jurupa Valley Redevelopment Project Area
5 2006 Tax Allocation Bonds, Series B (the "Prior 2006 Series B
6 Bonds") in the initial aggregate principal amount of \$68,740,000
7 for the purpose of financing redevelopment activities;

8
9 **WHEREAS**, prior to the dissolution of the Former Agency, the
10 Former Agency issued its Redevelopment Agency For the County of
11 Riverside Redevelopment Mid-County Redevelopment Project Area
12 2006 Tax Allocation Bonds, Series C (the "Prior 2006 Series C
13 Bonds" and together with the Prior 2006 Series B Bonds, the
14 "Prior Bonds") in the initial aggregate principal amount of
15 \$11,775,000 for the purpose of financing redevelopment
16 activities;

17
18 **WHEREAS**, Section 34177.5 authorizes the Successor Agency to
19 issue refunding bonds pursuant to Article 11 (commencing with
20 Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5
21 of the Government Code (the "Refunding Law") for the purpose of
22 achieving debt service savings within the parameters set forth
23 in Section 34177.5(a)(1) (the "Savings Parameters");

1 **WHEREAS**, to determine compliance with the Savings
2 Parameters for purposes of the issuance by the Successor Agency
3 of its (i) Successor Agency to the Redevelopment Agency For the
4 County of Riverside Jurupa Valley Redevelopment Project Area
5 2016 Tax Allocation Refunding Bonds, Series B (the "Refunding
6 Series B Bonds") and (ii) Successor Agency to the Redevelopment
7 Agency For the County of Riverside Mid-County Redevelopment
8 Project Area 2016 Tax Allocation Refunding Bonds, Series C (the
9 "Refunding Series C Bonds" and together with the Refunding
10 Series B Bonds, the "Refunding Bonds"), the Successor Agency has
11 caused its financial advisor, C.M. de Crinis & Co., Inc. (the
12 "Financial Advisor"), to prepare an analysis of the potential
13 savings that will accrue to the Successor Agency and to
14 applicable taxing entities as a result of the (a) use of the
15 proceeds of the Refunding Series B Bonds to repay, in whole or
16 in part, the Prior 2006 Series B Bonds and, thereby, to refund,
17 in whole or in part, the Prior 2006 Series B Bonds and (b) use
18 of the proceeds of the Refunding Series C Bonds to repay, in
19 whole or in part, the Prior 2006 Series C Bonds and, thereby, to
20 refund, in whole or in part, the Prior 2006 Series C Bonds
21 (collectively, the "Debt Service Savings Analysis");

22
23 **WHEREAS**, the Successor Agency desires at this time to
24 approve the issuance of the Refunding Series B Bonds and to
25 approve the form of and authorize the execution and delivery of

1 (i) the Indenture of Trust, by and between the Successor Agency
2 and The Bank of New York Mellon Trust Company, N.A., as trustee,
3 providing for the issuance of the Refunding Series B Bonds (the
4 "Refunding Series B Bonds Indenture"), and (ii) the Irrevocable
5 Refunding Instructions to be delivered to The Bank of New York
6 Mellon Trust Company, N.A., as trustee of the Prior 2006 Series
7 B Bonds, to be dated as of the date of the issuance and delivery
8 of the Refunding Series B Bonds (the "Prior 2006 Series B Bonds
9 Refunding Instructions");

10
11 **WHEREAS**, the Successor Agency desires at this time to
12 approve the issuance of the Refunding Series C Bonds and to
13 approve the form of and authorize the execution and delivery of
14 (i) the Indenture of Trust, by and between the Successor Agency
15 and The Bank of New York Mellon Trust Company, N.A., as trustee,
16 providing for the issuance of the Refunding Series C Bonds (the
17 "Refunding Series C Bonds Indenture" and together with the
18 Refunding Series B Bonds Indenture, the "Indentures"), and (ii)
19 the Irrevocable Refunding Instructions to be delivered to The
20 Bank of New York Mellon Trust Company, N.A., as trustee of the
21 Prior 2006 Series C Bonds, to be dated as of the date of the
22 issuance and delivery of the Refunding Series C Bonds (the
23 "Prior 2006 Series C Bonds Refunding Instructions" and, together
24 with the Prior 2006 Series B Refunding Instructions, the
25 "Refunding Instructions");

1
2 **WHEREAS**, pursuant to Section 34179, an oversight board (the
3 "Oversight Board") has been established for the Successor
4 Agency;

5
6 **WHEREAS**, the Successor Agency is now requesting that the
7 Oversight Board approve the issuance of the Refunding Bonds
8 pursuant to this Resolution and the Indentures;

9
10 **WHEREAS**, the Successor Agency further requests that the
11 Oversight Board make certain determinations described below on
12 which the Successor Agency will rely in undertaking the
13 refunding proceedings and the issuance of the Refunding Bonds;

14
15 **WHEREAS**, the Successor Agency has determined to sell the
16 Refunding Series B Bonds to Citigroup Global Markets Inc. and RBC
17 Capital Markets, LLC (in such capacity, together with any other
18 underwriter selected by the Authorized Officers to serve as a
19 co-manager thereof, the "Refunding Series B Bonds Original
20 Purchaser") pursuant to the terms of a Bond Purchase Agreement
21 with respect to the Refunding Series B Bonds (the "Refunding
22 Series B Bonds Purchase Agreement") to be entered into by the
23 Successor Agency and the Refunding Series B Bonds Original
24 Purchaser;

1 **WHEREAS**, the Successor Agency has determined to sell the
2 Refunding Series C Bonds to Citigroup Global Markets Inc. and
3 RBC Capital Markets, LLC (in such capacity, together with any
4 other underwriter selected by the Authorized Officers to serve
5 as a co-manager thereof, the "Refunding Series C Bonds Original
6 Purchaser" and together with the Refunding Series B Bonds
7 Original Purchaser, the "Original Purchasers") pursuant to the
8 terms of a Bond Purchase Agreement with respect to the Refunding
9 Series C Bonds (the "Refunding Series C Bonds Purchase
10 Agreement" and together with the Refunding Series B Bonds
11 Purchase Agreement, the "Purchase Agreements") to be entered
12 into by the Successor Agency and the Refunding Series C Bonds
13 Original Purchaser;

14
15 **WHEREAS**, following approval by the Oversight Board of the
16 issuance of the Refunding Bonds by the Successor Agency and upon
17 submission of the Oversight Board Resolution to the California
18 Department of Finance, the Successor Agency will, with the
19 assistance of its Disclosure Counsel, the Financial Advisor and
20 its Fiscal Consultant, cause to be prepared a form of (i)
21 Official Statement for the Refunding Series B Bonds describing
22 the Refunding Series B Bonds and containing material information
23 relating to the Successor Agency and the Refunding Series B
24 Bonds, the preliminary form of which will be submitted to the
25 Successor Agency for approval for distribution by the Refunding

1 Series B Bonds Original Purchaser, as underwriter of the
2 Refunding Series B Bonds, to persons and institutions interested
3 in purchasing the Refunding Series B Bonds and (ii) Official
4 Statement for the Refunding Series C Bonds describing the
5 Refunding Series C Bonds and containing material information
6 relating to the Successor Agency and the Refunding Series C
7 Bonds, the preliminary form of which will be submitted to the
8 Successor Agency for approval for distribution by the Refunding
9 Series C Bonds Original Purchaser, as underwriter of the
10 Refunding Series C Bonds, to persons and institutions interested
11 in purchasing the Refunding Series C Bonds;

12
13 NOW, THEREFORE, the Successor Agency to the Redevelopment
14 Agency for the County of Riverside **RESOLVES** as follows:

15
16 1. Determination of Savings. The Successor Agency has
17 determined that there are significant potential savings
18 available to the Successor Agency and to applicable taxing
19 entities in compliance with the Savings Parameters by the
20 issuance by the Successor Agency of (i) the Refunding Series B
21 Bonds to provide funds to refund and defease Prior 2006 Series B
22 Bonds and (ii) the Refunding C Bonds to provide funds to refund
23 and defease the Prior 2006 Series C Bonds, all as evidenced by
24 the Debt Service Savings Analysis on file with the Secretary of
25 the Successor Agency, which Debt Service Savings Analysis is

1 hereby approved. The Savings Parameters shall be separately met
2 with respect to each of the Prior 2006 Series B Bonds and the
3 Prior 2006 Series C Bonds.

4
5 2. Approval of Issuance of the Bonds. (a) The Successor
6 Agency hereby authorizes and approves the issuance of the
7 Refunding Series B Bonds under the Law (as defined in the
8 Refunding Series B Bonds Indenture) and the Refunding Law in the
9 aggregate principal amount of not to exceed \$60,000,000,
10 provided that the Refunding Series B Bonds are in compliance
11 with the Savings Parameters with respect thereto at the time of
12 sale and delivery; and (b) The Successor Agency hereby
13 authorizes and approves the issuance of the Refunding Series C
14 Bonds under the Law (as defined in the Refunding Series C
15 Indenture) and the Refunding Law in the aggregate principal
16 amount of not to exceed \$10,500,000, provided that the Refunding
17 Series C Bonds are in compliance with the Savings Parameters
18 with respect thereto at the time of sale and delivery;

19
20 3. Approval of Indentures. The Successor Agency hereby
21 approves the Indentures prescribing the terms and provisions of
22 the Refunding Bonds and the application of the proceeds of the
23 Refunding Bonds. Each of the County Executive Officer or the
24 Deputy County Executive Officer of the County of Riverside, on
25 behalf of the Successor Agency (each, an "Authorized Officer"),

1 is hereby authorized and directed to execute and deliver, and
2 the Secretary of the Successor Agency, is hereby authorized and
3 directed to attest to, the Indentures for and in the name and on
4 behalf of the Successor Agency, in substantially the forms on
5 file with the Secretary of the Successor Agency, with such
6 changes therein, deletions therefrom and additions thereto as
7 the Authorized Officer executing the same shall approve, such
8 approval to be conclusively evidenced by the execution and
9 delivery of the Indentures. The Successor Agency hereby
10 authorizes the delivery and performance of the Indentures.

11
12 4. Approval of Refunding Instructions. The forms of the
13 Refunding Instructions on file with the Secretary are hereby
14 approved and the Authorized Officers are, each acting alone
15 hereby authorized and directed, for and in the name and on
16 behalf of the Successor Agency, to execute and deliver the
17 Refunding Instructions. The Successor Agency hereby authorizes
18 the delivery and performance of its obligations under the
19 Refunding Instructions.

20
21 5. Oversight Board Approval of the Issuance of the Bonds.
22 The Successor Agency hereby requests the Oversight Board as
23 authorized by Section 34177.5(f) and Section 34180 to approve
24 the issuance of the Refunding Bonds pursuant to Section
25 34177.5(a)(1) and this Resolution and the Indentures.

1
2 6. Determinations by the Oversight Board. The Successor
3 Agency requests that the Oversight Board make the following
4 determinations upon which the Successor Agency will rely in
5 undertaking the refunding proceedings and the issuance of the
6 Refunding Bonds:

7
8 (a) The Successor Agency is authorized, as provided in
9 Section 34177.5(f), to recover its costs related to the issuance
10 of each of the Refunding Bonds from the proceeds of such
11 Refunding Bonds, including the cost of reimbursing its
12 administrative staff for time spent with respect to the
13 authorization, issuance, sale and delivery of such Refunding
14 Bonds;

15
16 (b) The application of proceeds of the Refunding Series B
17 Bonds by the Successor Agency to the refunding and defeasance of
18 the Prior 2006 Series B Bonds and the application of proceeds of
19 the Refunding Series C Bonds by the Successor Agency to the
20 refunding and defeasance of the Prior 2006 Series C Bonds, as
21 well as the payment by the Successor Agency of costs of issuance
22 of each of the Refunding Bonds, as provided in Section
23 34177.5(a), shall be implemented by the Successor Agency
24 promptly upon sale and delivery of the respective Refunding
25 Bonds, notwithstanding Section 34177.3 or any other provision of

1 law to the contrary, without the approval of the Oversight
2 Board, the California Department of Finance, the Riverside
3 County Auditor-Controller or any other person or entity other
4 than the Successor Agency;

5
6 (c) The Successor Agency shall be entitled to receive its
7 full Administrative Cost Allowance under Section 34181(a)(3)
8 without any deductions with respect to continuing costs related
9 to each of the Refunding Bonds, such as trustee's fees, auditing
10 and fiscal consultant fees and continuing disclosure and rating
11 agency costs (collectively, "Continuing Costs of Issuance"), and
12 such Continuing Costs of Issuance shall be payable from property
13 tax revenues pursuant to Section 34183. In addition and as
14 provided by Section 34177.5(f), if the Successor Agency is
15 unable to complete the issuance of any of the Refunding Bonds
16 for any reason, the Successor Agency shall, nevertheless, be
17 entitled to recover its costs incurred with respect to the
18 refunding proceedings with respect to such Refunding Bonds from
19 such property tax revenues pursuant to Section 34183 without
20 reduction in its Administrative Cost Allowance.

21
22 7. Filing of Debt Service Savings Analysis and
23 Resolution. The Secretary of the Successor Agency is hereby
24 authorized and directed to file the Debt Service Savings
25 Analysis, together with a certified copy of this Resolution,

1 with the Oversight Board, and, as provided in Section 34180(j)
2 with the Riverside County Administrative Officer, the Riverside
3 County Auditor-Controller and the California Department of
4 Finance.

5
6 8. Sale of Refunding Bonds. The Successor Agency hereby
7 approves the Purchase Agreements. The Authorized Officers, each
8 acting alone, are hereby authorized and directed to execute and
9 deliver the Purchase Agreements for and in the name and on
10 behalf of the Successor Agency, in substantially the forms on
11 file with the Secretary of the Successor Agency, with such
12 changes therein, deletions therefrom and additions thereto as
13 the Authorized Officer executing the same shall approve, such
14 approval to be conclusively evidenced by the execution and
15 delivery of each such Purchase Agreement, provided, that the
16 Underwriters' discount (exclusive of original issue discount),
17 shall not exceed one-half percent (0.5%) of the original
18 principal amount of the Refunding Bonds. The Authorized
19 Officers are further authorized to select one or more co-
20 managing underwriters for either or both series of the Refunding
21 Bonds.

22
23 9. Issuance of Refunding Bonds in Whole or in Part. It
24 is the intent of the Successor Agency to sell and deliver the
25 Refunding Bonds in whole, provided that there is compliance with

1 the Savings Parameters. However, the Successor Agency will
2 initially authorize the sale and delivery of the Refunding Bonds
3 in whole or, if such Savings Parameters cannot be met with
4 respect to the whole or for any other reason the Refunding Bonds
5 cannot be issued in whole, then in part; provided that the
6 Refunding Bonds so sold and delivered in part are in compliance
7 with the Savings Parameters. The sale and delivery of the
8 Refunding Bonds in part will in each instance provide sufficient
9 funds only for the refunding of that portion of the Refunding
10 Bonds that meet the Savings Parameters. In the event the
11 Refunding Bonds are initially sold in part, the Successor Agency
12 intends to sell and deliver additional parts of the Refunding
13 Bonds without the prior approval of the Oversight Board provided
14 that in each such instance the Refunding Bonds so sold and
15 delivered in part are in compliance with the Savings
16 Parameters.

17
18 10. Municipal Bond Insurance and Surety Bonds. The
19 Authorized Officers, each acting alone, are hereby authorized
20 and directed to take all actions necessary to obtain a municipal
21 bond insurance policy for either or both series of Refunding
22 Bonds and reserve account surety bonds for either or both series
23 of Refunding Bonds from one or more municipal bond insurance
24 companies if it is determined, upon consultation with the
25 Financial Advisor and the Original Purchaser of such Refunding

1 Bonds, that such municipal bond insurance policy and/or surety
2 bond will reduce the true interest costs with respect to such
3 Refunding Bonds.

4
5 11. Approval of Official Statement. Following approval by
6 the Oversight Board of the issuance of the Refunding Bonds by
7 the Successor Agency and upon submission of the Oversight Board
8 Resolution to the California Department of Finance, the
9 Successor Agency will, with the assistance of its Disclosure
10 Counsel, Fiscal Consultant and Financial Advisor, cause to be
11 prepared a form of Official Statement for the Refunding Series B
12 Bonds and the Refunding Series C Bonds, in each case describing
13 the applicable Refunding Bonds and containing material
14 information relating to the Successor Agency and the applicable
15 Refunding Bonds, the preliminary forms of which will be
16 submitted to the Successor Agency for approval for distribution
17 by the applicable Original Purchaser to persons and institutions
18 interested in purchasing such Refunding Bonds.

19
20 12. Official Actions. The Authorized Officers and any and
21 all other officers of the Successor Agency are hereby authorized
22 and directed, for and in the name and on behalf of the Successor
23 Agency, to do any and all things and take any and all actions,
24 which they, or any of them, may deem necessary or advisable in
25 obtaining the requested approvals by the Oversight Board and the

1 California Department of Finance and in the issuance, sale and
2 delivery of the Refunding Bonds. Whenever in this Resolution
3 any officer of the Successor Agency is directed to execute or
4 countersign any document or take any action, such execution,
5 countersigning or action may be taken on behalf of such officer
6 by any person designated by such officer to act on his or her
7 behalf in the case such officer is absent or unavailable.

8
9 13. Effective Date. This Resolution shall take effect from
10 and after the date of approval and adoption thereof.

1 The foregoing resolution was passed and adopted by the
2 Successor Agency to the Redevelopment Agency for the County of
3 Riverside at a regular meeting held on the 26th day of January,
4 2016, by the following vote:

5
6 AYES:

7
8 NOES:

9
10 ABSENT:

11
12 ABSTAIN:

13
14 _____
Chair

15 (S E A L)

16 Attest:

17
18 By: _____
Secretary

\$ _____
**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
MID-COUNTY REDEVELOPMENT PROJECT AREA
2016 TAX ALLOCATION REFUNDING BONDS, SERIES C**

BOND PURCHASE AGREEMENT

_____, 2016

Successor Agency to the Redevelopment Agency
for the County of Riverside
c/o Riverside County Economic Development Agency
P.O. Box 1180
Riverside, California 92502

Ladies and Gentlemen:

Citigroup Global Markets Inc., acting on behalf of itself and as representative (the "Representative") of RBC Capital Markets, LLC, (collectively, the "Underwriters"), offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Successor Agency to the Redevelopment Agency for the County of Riverside (the "Agency") which will be binding upon the Agency and the Underwriters upon the acceptance hereof by the Agency. This offer is made subject to its acceptance by the Agency by execution of this Purchase Agreement and its delivery to the Representative on or before 5:00 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture (as hereinafter defined).

The Agency acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's length commercial transaction between the Agency and the Representative; (ii) in connection with such transaction, the Underwriters are acting solely as principals and not as agents or as fiduciaries of the Agency; (iii) the Underwriters have not assumed (individually or collectively) a fiduciary responsibility in favor of the Agency with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Representative has provided other services or are currently providing other services to the Agency on other matters); and (iv) the Agency has consulted with its own legal and financial advisors to the extent it has deemed appropriate.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriters hereby agree to purchase from the Agency for offering to the public, and the Agency hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the \$ _____ aggregate principal amount of the Agency's Mid-County Redevelopment Project Area 2016 Tax Allocation Refunding Bonds, Series C (the "Bonds"), at a purchase price equal to \$ _____ (being the aggregate principal amount thereof, less an Underwriter's discount of \$ _____ and plus a net original issue premium of

\$_____. In addition, on behalf of the Agency, the Underwriters shall wire the amount of \$_____ to the Insurer (defined below) to pay the costs of the premium for the Policy (defined below). The Bonds are to be purchased by the Underwriters from the Agency. Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are herein sometimes called the “Closing.”

2. The Bonds and Related Documents. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of an Indenture of Trust (the “Indenture”), dated as of [May] 1, 2016, by and between the Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) and pursuant Part 1, Division 24 of the California Health and Safety Code (the “Law”) and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”) and a resolution of the Agency adopted January 26, 2016 (the “Agency Resolution”). The issuance of the Bonds was approved by the Oversight Board for the Agency by resolution on January __, 2016 (the “Oversight Board Resolution”). The Bonds shall be as described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriters, is hereinafter called the “Official Statement”).

The Bonds shall be insured under a municipal bond insurance policy (the “Policy”) from _____ (the “Insurer”).

The net proceeds of the Bonds will be used to refund a portion of the Redevelopment Agency for the County of Riverside’s (the “Former Agency”) outstanding Mid-County Redevelopment Project Area 2006 Tax Allocation Bonds, Series C, originally issued in the aggregate principal amount of \$11,775,000 (the “Prior Bonds”).

The Agency will undertake pursuant to the provisions of a Continuing Disclosure Certificate, to be dated the date of the Closing (the “Disclosure Certificate”) and executed by the Agency, to provide certain annual information and notices of the occurrence of certain events, if material. A description of the undertaking is set forth in the Preliminary Official Statement (as defined below) and will also be set forth in the Official Statement.

The Indenture, the Continuing Disclosure Certificate, the Irrevocable Refunding Instructions to The Bank of New York Mellon Trust Company, N.A., as trustee for the Prior Bonds (the “Refunding Instructions”), and this Purchase Agreement are sometimes collectively referred to herein as the “Agency Legal Documents.”

3. Offering. It shall be a condition to the Agency’s obligations to sell and to deliver the Bonds to the Underwriters and to the Underwriters’ obligations to purchase, to accept delivery of and to pay for the Bonds that the entire \$_____ aggregate principal amount of the Bonds shall be issued, sold and delivered by the Agency and purchased, accepted and paid for by the Underwriters at the Closing. The Underwriters agree to make a bona fide public offering of all of the Bonds at the initial public offering prices or yields set forth in Exhibit A hereto and on the inside front cover page of the Official Statement. The Underwriters reserve the right to change, subsequent to the initial public offering, such initial offering prices as it shall deem necessary in connection with the marketing of the Bonds.

4. Use and Preparation of Documents. The Agency has caused to be prepared and delivered to the Underwriters prior to the execution of this Purchase Agreement copies of the Preliminary Official Statement dated _____, 2016, relating to the Bonds (the “Preliminary Official Statement”), which was approved by a resolution of the Agency adopted on _____, 2016 (the “Agency OS Resolution”). The Agency ratifies, confirms and approves the use by the Underwriters prior to the date hereof of the Preliminary Official Statement. The Agency has previously deemed the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12. The Agency hereby agrees to deliver or cause to be delivered to the Underwriters, within seven (7) business days of the date hereof, but not less than one (1) business day prior to Closing a sufficient number of copies of the final Official Statement relating to the Bonds, dated the date hereof, which includes all information permitted to be omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the Agency and the Underwriters (the “Official Statement”) to enable the Underwriters to distribute a single copy of each Official Statement to any potential customer of the Underwriters requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending 25 days after the End of the Underwriting Period (defined below). The Agency hereby approves of the use and distribution (including the electronic distribution) by the Underwriters of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds. The Agency shall have executed and delivered to the Underwriters a certification to such effect in the form attached hereto as Appendix B. The Underwriters agree that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

5. Representations, Warranties and Agreements of the Agency. The Agency hereby represents, warrants and agrees as follows:

(a) The Agency is a public entity existing under the laws of the State of California, including the Law.

(b) The Agency has full legal right, power and authority to enter into the Agency Legal Documents and carry out and consummate the transactions contemplated by the Agency Legal Documents.

(c) By all necessary official action of the Agency prior to or concurrently with the acceptance hereof, the Agency has duly authorized and approved the preparation and use of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the Agency Legal Documents, and the performance by the Agency of all transactions contemplated by the Agency Legal Documents; and the Agency Legal Documents will constitute legal, valid and binding obligations of the Agency, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally.

(d) The Agency is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation to which it is subject or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture) or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a

default or event of default under any such instrument; and the execution and delivery of the Agency Legal Documents, and compliance with the provisions on the Agency's part contained therein, will not conflict with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any such constitutional provision, law, regulation or instrument, except as provided by the Indenture.

(e) Except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Agency of its obligations under the Agency Legal Documents have been duly obtained.

(f) Between the date of this Purchase Agreement and the date of the Closing, the Agency will not, without the prior written consent of the Underwriters, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from Tax Revenues (as defined in the Indenture), nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Agency.

(g) To the best knowledge of the officer of the Agency executing this Purchase Agreement, after due inquiry, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending or threatened against the Agency, affecting the existence of the Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Indenture or the collection of the Tax Revenues or contesting or affecting, as to the Agency, the validity or enforceability of the Agency Legal Documents or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Agency, or in any way contesting or challenging the consummation of the transactions contemplated hereby, or which might result in a material adverse change in the financial condition of the Agency or which might materially adversely affect the Tax Revenues of the Agency; nor, to the best knowledge of the Agency, is there any known basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the authorization, execution, delivery or performance by the Agency of the Agency Legal Documents.

(h) As of the time of acceptance hereof and as of the date of the Closing, the Agency does not and will not have outstanding any indebtedness which indebtedness is secured by a lien on the Tax Revenues of the Agency superior to or on a parity with the lien provided for in the Indenture on the Tax Revenues, other than as disclosed in the Official Statement.

(i) As of the time of acceptance hereof and as of the date of the Closing, the Agency has complied with the filing requirements of the Law, including, without limitation, the filing of all Recognized Obligation Payment Schedules, as required by the Law.

(j) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry-only system, the Insurer or the Policy).

(k) As of the date thereof and at all times subsequent thereto to and including the date which is 25 days following the End of the Underwriting Period (as such term is hereinafter defined) for the Bonds, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry-only system, the Insurer or the Policy).

(l) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information herein, in the light of the circumstances under which it was presented, not misleading, the Agency will notify the Underwriters, and, if in the opinion of the Underwriters or the Agency, or respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Agency will cooperate in the preparation of an amendment or supplement to the Official Statement in a form and manner approved by the Underwriters, and shall pay all expenses thereby incurred. For the purposes of this subsection, between the date hereof and the date which is 25 days of the End of the Underwriting Period for the Bonds, the Agency will furnish such information with respect to itself as the Underwriters may from time to time reasonably request. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the Agency delivers the Bonds to the Underwriters; or (ii) the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Underwriters give notice to the contrary, the “End of the Underwriting Period” shall be the date of Closing.

(m) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (l) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact required to be stated therein or necessary to make such information therein in the light of the circumstances under which it was presented, not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry-only system, the Insurer or the Policy).

(n) After the Closing, the Agency will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy,

the Underwriters shall reasonably object in writing or which shall be disapproved by counsel for the Underwriters.

(o) Any certificate signed by any officer of the Agency and delivered to the Underwriters shall be deemed a representation by the Agency to the Underwriters as to the statements made therein.

(p) The Agency will apply the proceeds from the sale of the Bonds for the purposes specified in the Official Statement.

(q) The Agency has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Agency is not a bond issuer whose arbitrage certifications may not be relied upon.

(r) The Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter, at the expense of the Underwriter, as it may reasonably request in order to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Agency will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(s) The Agency will refrain from taking any action with regard to which the Agency may exercise control that results in the inclusion in gross income for federal income tax purposes of the interest on the Bonds or State of California income tax purposes of the interest on the Bonds.

(t) Except as disclosed in the Official Statement, the Agency has not defaulted in any material respect under any prior continuing disclosure undertaking within the previous five years.

(u) The Oversight Board has duly adopted the Oversight Board Resolution approving the issuance of the Bonds and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions described in the Preliminary Official Statement.

(v) The Department of Finance of the State (the “Department of Finance”) has issued a letter, dated _____, 2016, approving the issuance of the bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the Agency is not aware of the Department of Finance directing or having any basis to direct the County Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Agency pursuant to Section 34183 of the Dissolution Act.

6. Closing. At 8:00 A.M., California time, on _____, 2016, or on such other date as may be mutually agreed upon by the Agency and the Underwriters, the Agency will, subject to the terms and conditions hereof, sell and deliver the Bonds to the Underwriters, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the purchase price of the

Bonds as set forth in Section 1 hereof in federal funds. Sale, delivery and payment as aforesaid shall be made at the offices of Jones Hall, A Professional Law Corporation, San Francisco, California, or such other place as shall have been mutually agreed upon by the Agency and the Underwriters, except that the Bonds (with one certificate for each maturity and otherwise in a form suitable for the book-entry system) shall be delivered to the Underwriters in New York, New York, through the book-entry system of The Depository Trust Company (“DTC”). Unless the DTC Fast Automated Securities Transfer (“FAST”) is utilized, the Bonds will be made available for inspection by DTC at least one business day prior to the Closing.

7. Closing Conditions. The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties of the Agency contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The Underwriters shall receive, within seven (7) business days of the date hereof, but in no event less than 1 day prior to Closing, copies of the Official Statement (including all information previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12 and any amendments or supplements as have been approved by the Underwriters), in such reasonable quantity as the Underwriters shall have requested;

(b) The representations and warranties of the Agency contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing and the statements of the officers and other officials of the Agency and the Trustee made in any certificate or other document furnished pursuant to the provisions hereof are accurate;

(c) At the time of the Closing, the Agency Legal Documents shall have been duly authorized, executed and delivered by the respective parties thereto, and the Official Statement shall have been duly authorized, executed and delivered by the Agency, all in substantially the forms heretofore submitted to the Underwriters, with only such changes as shall have been agreed to in writing by the Representative, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the governing body of the Agency as, in the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California (“Bond Counsel”), shall be necessary or appropriate in connection with the transactions contemplated hereby;

(d) At the time of the Closing, all necessary official action of the Agency relating to the Official Statement and the Agency Legal Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(e) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) Bond Counsel Opinions. The approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the Agency, dated the date of the Closing and substantially in the form included as Appendix F to the Official Statement;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriters, in form and substance acceptable to the Underwriters, and dated the date of the Closing, stating that the Underwriters may rely on the opinions of Bond Counsel described in paragraph (1) above as if such opinion were addressed to the Underwriters and to the following effect:

(i) the Purchase Agreement has been duly executed and delivered by the Agency and (assuming due authorization, execution and delivery by and validity against the Underwriters) constitutes the valid and binding agreement of the Agency, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and by the application of equitable principles;

(ii) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY FOR THE BONDS," "OTHER INFORMATION—Tax Matters," and in Appendices D and F insofar as such statements expressly summarize certain provisions of the Indenture, or the opinion of Bond Counsel, are accurate in all material respects;

(iii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(iv) the Agency has taken all actions required to defease the Prior Bonds and such Prior Bonds are no longer outstanding under the terms of the Indenture of Trust pursuant to which they were issued.

(3) Financial Advisor Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of C.M. de Crinis & Co. Inc., the Agency's Financial Advisor (the "Financial Advisor") addressed to the Underwriters and the Agency to the effect, that, in connection with its participation in the preparation of the Official Statement and without undertaking any independent investigation, and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, nothing has come to the attention of the Financial Advisor that would lead it to believe that the statements and information contained in the Official Statement as of the date thereof and the date of the Closing, contains an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading;

(4) Agency Counsel Opinion. An opinion of Counsel to the Agency ("Agency Counsel"), dated the date of the Closing and addressed to the Underwriters, in form and substance acceptable to the Underwriters to the following effect:

(i) the Agency is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State, with full right, power and authority to execute, deliver and perform its obligations under the Agency Legal Documents;

(ii) the Agency Resolution and the Agency OS Resolution were duly adopted at meetings of the Agency, called and held pursuant to law, with all public notice required by law and at which quorums were present and acting throughout; and the Agency Resolution and the Agency OS Resolution are in full force and effect and have not been modified amended or rescinded since their respective adoption date;

(iii) the Agency Legal Documents and the Official Statement have been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the other parties thereto, the Agency Legal Documents constitute the valid, legal and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought;

(iv) the execution and delivery of the Agency Legal Documents and the Official Statement and compliance with the provisions of the Agency Legal Documents, under the circumstances contemplated thereby, (1) do not and will not in any material respect conflict with or constitute on the part of the Agency a breach of or default under any agreement or other instrument to which the Agency is a party or by which it is bound, and (2) do not and will not in any material respect constitute on the part of the Agency a violation, breach of or default under any existing law, regulation, court order or consent decree to which the Agency is subject;

(v) to the best of such counsel's knowledge, except as otherwise disclosed in the Official Statement, there is no litigation or proceeding, pending and served, or threatened, challenging the creation, organization or existence of the Agency, or the validity of the Bonds or the Agency Legal Documents or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the Agency would have a material adverse effect upon the financial condition or the revenues of the Agency, or which, in any manner, questions the right of the Agency to issue, sell and deliver the Bonds, to enter into the Indenture or to use the Tax Revenues for repayment of the Bonds or affects in any manner the right or ability of the Agency to collect or pledge the Tax Revenues; and

(vi) based upon his or her participation as Agency Counsel in the preparation of the Official Statement and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, Agency Counsel has no reason to believe that, as of the its date and as of date of Closing, the information in the Official Statement relating to the Agency, the Tax Revenues and the Project Area (excluding any financial or statistical data with respect thereto, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(5) Trustee Counsel Opinion. The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Underwriters, to the effect that:

(i) the Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trusts created under the Indenture and the Refunding Instructions;

(ii) the Indenture and the Refunding Instructions have been duly authorized, executed and delivered by the Trustee and the Indenture and the Refunding Instructions constitute the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(iii) except as may be required under Blue Sky or other securities laws of any state, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture or the Refunding Instructions, or the consummation of the transactions contemplated by the Indenture and the Refunding Instructions.

(6) Agency Certificate. A certificate of the Agency, dated the date of the Closing, signed on behalf of the Agency by a duly authorized officer of the Agency, to the effect that:

(i) the representations and warranties of the Agency contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing;

(ii) no event affecting the Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(iii) no further consent is required to be obtained for the inclusion of the Agency's audited financial statements, including the accompanying accountant's letter, for Fiscal Year 2014/15 in the Official Statement.

(7) Trustee's Certificate. A Certificate, dated the date of Closing, to the effect that:

(i) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) the Trustee has full power, authority and legal right to comply with the terms of the Indenture and the Refunding Instructions and to perform its obligations stated therein; and

(iii) the Indenture and the Refunding Instructions have been duly authorized, executed and delivered by the Trustee and (assuming due authorization, execution and delivery by the Agency) constitute legal, valid and binding obligations of the Trustee in accordance

with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(8) Legal Documents. Executed copies of this Purchase Agreement and the other Agency Legal Documents.

(9) Rating Letter. A letter from Standard & Poor's Credit Ratings Services ("S&P") to the effect that the Bonds have been assigned a rating of "___," which rating shall be in effect as of the Delivery Date.

(10) Disclosure Letter. A letter of Best Best & Krieger LLP ("Disclosure Counsel"), dated the date of the Closing, addressed to the Underwriters, to the effect that, based upon its participation in the preparation of the Official Statement and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein and the information included in the Appendices thereto and information relating to DTC, as to which no advice need be expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(11) Fiscal Consultant Certificate. A certificate of Urban Analytics, dated the date of the Closing, addressed to the Agency and the Underwriters, in form and substance acceptable to the Underwriters, certifying as to the accuracy of APPENDIX A—"REPORT OF FISCAL CONSULTANT" and the information in the Official Statement under the captions "SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE," "MID-COUNTY REDEVELOPMENT PROJECT AREA" and "ESTIMATED REVENUES AND BOND RETIREMENT," consenting to the inclusion of such firm's Fiscal Consultant Report in the Official Statement, and stating that to the best of such firm's knowledge, but without having conducted any investigation with respect thereto, nothing has come to such firm's attention between the date of such report and the date hereof which would materially alter any of the conclusions set forth in such report;

(12) Oversight Board Resolution. A copy of the Oversight Board Resolution.

(13) Oversight Board Certificate. A certificate of the Clerk of the Oversight Board to the effect that the Oversight Board Resolution was validly adopted, remains in full force and effect, and has not been amended, rescinded or otherwise modified since its date of adoption.

(14) Parity Certificate. A copy of the executed certificate of the Agency required to be delivered to the Trustee as a condition of the issuance of the Bonds as "Parity Debt" within the meaning of the Indenture.

(15) Verification Report. A report, dated the date of the Closing, of _____, independent certified public accountants (the "Verification Agent"), to the effect that it has verified the accuracy of the mathematical computations of the adequacy of the deposits in the

redemption fund for the Prior Bonds for the full and timely payment of all principal (including premium, if any) and interest due with respect to the portion of the Agency obligations to be defeased with the funds held pursuant to the Refunding Instructions, as are then outstanding on the dates specified in the Official Statement at the then applicable redemption price.

(16) Bond Insurance Policy. The executed Policy of the Insurer insuring the scheduled payment of principal of and interest on the Bonds, substantially in the form attached as Appendix I to the Official Statement.

(17) Insurer Counsel Opinion. An opinion of counsel to the Insurer, dated as of the date of Closing, addressed to the Underwriters and the Agency in form and substance acceptable to the Underwriters, substantially to the effect that: (i) the Insurer has been duly incorporated and is validly existing and in good standing under the laws of the State of its incorporation; (ii) the Policy constitutes the legal, valid and binding obligation of the Insurer enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, rehabilitation and other similar laws of general applicability relating to or affecting creditors' and/or claimants' rights against insurance companies and to general equity principles; and (iii) the information contained in the Official Statement under the caption "BOND INSURANCE" does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(18) Additional Documents. Such additional certificates, instruments and other documents as Bond Counsel, the Agency or the Underwriters may reasonably deem necessary.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters.

If the Agency or the Trustee shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, if the Agency shall determine in good faith (and provide written notice to the Underwriters) that legislation has been introduced or proposals made by the Governor of the State which if enacted and effective would impose additional limitations or burdens on the Agency or the County by reason of the issuance of the Bonds or which purport to prohibit the issuance of the Bonds, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriters shall be under no further obligation hereunder.

8. Termination. The Underwriters shall have the right to terminate this Purchase Agreement, without liability therefor, by notification to the Agency if at any time between the date hereof and prior to the Closing:

(a) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(b) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriters, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Agency, or the interest on bonds or notes or obligations of the general character of the Bonds; or

(c) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriters, materially adversely affects the market price of the Bonds; or

(d) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriters' ability to trade the Bonds; or

(f) a general banking moratorium shall have been established by federal or State authorities; or

(g) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak of hostilities or a national or international calamity or crisis, or there has occurred any escalation of existing hostilities, calamity or crisis, financial or otherwise, the effect of which on the financial markets of the United

States being such as, in the reasonable opinion of the Underwriters, would affect materially and adversely the ability of the Underwriters to market the Bonds; or

(h) any rating of the Bonds shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriters' reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(i) the commencement of any action, suit or proceeding described in Section 5(g) hereof which, in the judgment of the Underwriters, materially adversely affects the market price of the Bonds; or

(j) there shall be in force a general suspension of trading on the New York Stock Exchange.

9. Expenses. The Agency will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to, (a) the cost of the preparation and printing or other reproduction of the Agency Legal Documents (other than this Purchase Agreement); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Financial Advisor, Fiscal Consultant and any other experts or other consultants retained by the Agency; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; (g) the Underwriters' out-of-pocket expenses incurred with the financing; (h) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (i) expenses (included in the expense component of the spread) incurred on behalf of the County's or the Agency's employees which are incidental to implementing this Purchase Agreement. The Underwriters will pay the expenses of the preparation of this Purchase Agreement and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, and the fee and disbursements of Underwriters' Counsel. The Underwriters are required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds. The Agency acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Agency agrees to reimburse the Underwriters for such fees.

The Underwriters shall pay, and the Agency shall be under no obligation to pay, all expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds.

10. Notices. Any notice or other communication to be given to the Agency under this Purchase Agreement may be given by delivering the same in writing at the Agency's address set forth above; Attention: Executive Director, and to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to Citigroup Global Markets Inc., 444 S. Flower Street, 27th Floor, Los Angeles, California 90071, Attention: Victor Andrade.

11. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Agency and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the Agency contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any

investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement; and (iii) any termination of this Purchase Agreement.

12. Effectiveness and Counterpart Signatures. This Purchase Agreement shall become effective upon the execution of the acceptance by an authorized officer of the Agency and shall be valid and enforceable at the time of such acceptance and approval. This Purchase Agreement may be executed by the parties hereto by facsimile transmission and in separate counterparts, each of which when so executed and delivered (including delivery by facsimile transmission) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

14. Governing Law. This Purchase Agreement shall be construed in accordance with the laws of the State of California.

Very truly yours,

CITIGROUP GLOBAL MARKETS, INC., as
Representative of the Underwriters

By: _____
Its: Authorized Officer

Accepted:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: _____
Deputy County Executive Officer
County of Riverside

EXHIBIT A

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
MID-COUNTY REDEVELOPMENT PROJECT AREA
2016 TAX ALLOCATION REFUNDING BONDS, SERIES C**

<i>Maturity Date (October 1)</i>	<i>Amount</i>	<i>Coupon</i>	<i>Yield</i>	<i>Price</i>
--------------------------------------	---------------	---------------	--------------	--------------

APPENDIX B

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to Citigroup Global Markets Inc., on behalf of itself and RBC Capital Markets, LLC (together, the “Underwriters”) that [he/she] is a duly appointed and acting officer of the Successor Agency to the Redevelopment Agency for the County of Riverside, and as such is to execute and deliver this Certificate and further hereby certify and reconfirm on behalf of the Agency to the Underwriters as follows:

(1) This Certificate is delivered to enable the Underwriters to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the Successor Agency to the Redevelopment Agency for the County of Riverside Mid-County Redevelopment Project Area 2016 Tax Allocation Refunding Bonds, Series C (the “Bonds”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated as of _____, 2016, setting forth information concerning the Bonds and the Agency, as issuer of the Bonds, and the Agency (the “Preliminary Official Statement”).

(3) As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters and the identity of the underwriter(s), all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule and has been, and the information therein is accurate and complete in all material respects except for the Permitted Omissions.

(5) If, at any time prior to the execution of the final contract of purchase, any event occurs as a result of which the Preliminary Official Statement might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Agency shall promptly notify the Underwriters thereof.

IN WITNESS WHEREOF, I have hereunto set my hand as of the __ day of _____, 2016.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY
OF RIVERSIDE

By _____
Authorized Officer

\$ _____
**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
JURUPA VALLEY REDEVELOPMENT PROJECT AREA
2016 TAX ALLOCATION REFUNDING BONDS, SERIES B**

BOND PURCHASE AGREEMENT

_____, 2016

Successor Agency to the Redevelopment Agency
for the County of Riverside
c/o Riverside County Economic Development Agency
P.O. Box 1180
Riverside, California 92502

Ladies and Gentlemen:

Citigroup Global Markets Inc., acting on behalf of itself and as representative (the “Representative”) of RBC Capital Markets, LLC, (collectively, the “Underwriters”), offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the Successor Agency to the Redevelopment Agency for the County of Riverside (the “Agency”) which will be binding upon the Agency and the Underwriters upon the acceptance hereof by the Agency. This offer is made subject to its acceptance by the Agency by execution of this Purchase Agreement and its delivery to the Representative on or before 5:00 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture (as hereinafter defined).

The Agency acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s length commercial transaction between the Agency and the Representative; (ii) in connection with such transaction, the Underwriters are acting solely as principals and not as agents or as fiduciaries of the Agency; (iii) the Underwriters have not assumed (individually or collectively) fiduciary responsibility in favor of the Agency with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Representative has provided other services or are currently providing other services to the Agency on other matters); and (iv) the Agency has consulted with its own legal and financial advisors to the extent it has deemed appropriate.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriters hereby agree to purchase from the Agency for offering to the public, and the Agency hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the \$_____ aggregate principal amount of the Agency's Jurupa Valley Redevelopment Project Area 2016 Tax Allocation Refunding Bonds, Series B (the “Bonds”), at a purchase price equal to \$_____ (being the aggregate principal amount thereof, less an Underwriter’s discount of \$_____ and plus a net original issue premium

of \$_____. In addition, on behalf of the Agency, the Underwriters shall wire the amount of \$_____ to the Insurer (defined below) to pay the costs of the premium for the Policy (defined below) and the Reserve Policy (defined below). The Bonds are to be purchased by the Underwriters from the Agency. Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are herein sometimes called the "Closing."

2. The Bonds and Related Documents. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of an Indenture of Trust (the "Indenture"), dated as of [May] 1, 2016, by and between the Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and pursuant Part 1, Division 24 of the California Health and Safety Code (the "Law") and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act") and a resolution of the Agency adopted January 26, 2016 (the "Agency Resolution"). The issuance of the Bonds was approved by the Oversight Board for the Agency by resolution on January __, 2016 (the "Oversight Board Resolution"). The Bonds shall be as described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriters, is hereinafter called the "Official Statement").

The Bonds shall be insured under a municipal bond insurance policy (the "Policy") from _____ (the "Insurer"). Additionally, the Insurer shall issue a debt service reserve fund policy (the "Reserve Policy") for deposit in the reserve fund.

The net proceeds of the Bonds will be used to refund a portion of the Redevelopment Agency for the County of Riverside's (the "Former Agency") outstanding Jurupa Valley Redevelopment Project Area 2006 Tax Allocation Bonds, Series B, originally issued in the aggregate principal amount of \$68,740,000 (the "Prior Bonds").

The Agency will undertake pursuant to the provisions of a Continuing Disclosure Certificate, to be dated the date of the Closing (the "Disclosure Certificate") and executed by the Agency, to provide certain annual information and notices of the occurrence of certain events, if material. A description of the undertaking is set forth in the Preliminary Official Statement (as defined below) and will also be set forth in the Official Statement.

The Indenture, the Continuing Disclosure Certificate, the Irrevocable Refunding Instructions to The Bank of New York Mellon Trust Company, N.A., as trustee for the Prior Bonds (the "Refunding Instructions"), and this Purchase Agreement are sometimes collectively referred to herein as the "Agency Legal Documents."

3. Offering. It shall be a condition to the Agency's obligations to sell and to deliver the Bonds to the Underwriters and to the Underwriters' obligations to purchase, to accept delivery of and to pay for the Bonds that the entire \$_____ aggregate principal amount of the Bonds shall be issued, sold and delivered by the Agency and purchased, accepted and paid for by the Underwriters at the Closing. The Underwriters agree to make a bona fide public offering of all of the Bonds at the initial public offering prices or yields set forth in Exhibit A hereto and on the inside front cover page of the Official Statement. The Underwriters reserve the right to change, subsequent to the initial public offering, such initial offering prices as it shall deem necessary in connection with the marketing of the Bonds.

4. Use and Preparation of Documents. The Agency has caused to be prepared and delivered to the Underwriters prior to the execution of this Purchase Agreement copies of the Preliminary Official Statement dated _____, 2016, relating to the Bonds (the “Preliminary Official Statement”), which was approved by a resolution of the Agency adopted on _____, 2016 (the “Agency OS Resolution”). The Agency ratifies, confirms and approves the use by the Underwriters prior to the date hereof of the Preliminary Official Statement. The Agency has previously deemed the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12. The Agency hereby agrees to deliver or cause to be delivered to the Underwriters, within seven (7) business days of the date hereof, but not less than one (1) business day prior to Closing a sufficient number of copies of the final Official Statement relating to the Bonds, dated the date hereof, which includes all information permitted to be omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the Agency and the Underwriters (the “Official Statement”) to enable the Underwriters to distribute a single copy of each Official Statement to any potential customer of the Underwriters requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending 25 days after the End of the Underwriting Period (defined below). The Agency hereby approves of the use and distribution (including the electronic distribution) by the Underwriters of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds. The Agency shall have executed and delivered to the Underwriters a certification to such effect in the form attached hereto as Appendix B. The Underwriters agree that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

5. Representations, Warranties and Agreements of the Agency. The Agency hereby represents, warrants and agrees as follows:

(a) The Agency is a public entity existing under the laws of the State of California, including the Law.

(b) The Agency has full legal right, power and authority to enter into the Agency Legal Documents and carry out and consummate the transactions contemplated by the Agency Legal Documents.

(c) By all necessary official action of the Agency prior to or concurrently with the acceptance hereof, the Agency has duly authorized and approved the preparation and use of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the Agency Legal Documents, and the performance by the Agency of all transactions contemplated by the Agency Legal Documents; and the Agency Legal Documents will constitute legal, valid and binding obligations of the Agency, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally.

(d) The Agency is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation to which it is subject or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture) or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a

default or event of default under any such instrument; and the execution and delivery of the Agency Legal Documents, and compliance with the provisions on the Agency's part contained therein, will not conflict with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any such constitutional provision, law, regulation or instrument, except as provided by the Indenture.

(e) Except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Agency of its obligations under the Agency Legal Documents have been duly obtained.

(f) Between the date of this Purchase Agreement and the date of the Closing, the Agency will not, without the prior written consent of the Underwriters, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from Tax Revenues (as defined in the Indenture), nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Agency.

(g) To the best knowledge of the officer of the Agency executing this Purchase Agreement, after due inquiry, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending or threatened against the Agency, affecting the existence of the Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Indenture or the collection of the Tax Revenues or contesting or affecting, as to the Agency, the validity or enforceability of the Agency Legal Documents or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Agency, or in any way contesting or challenging the consummation of the transactions contemplated hereby, or which might result in a material adverse change in the financial condition of the Agency or which might materially adversely affect the Tax Revenues of the Agency; nor, to the best knowledge of the Agency, is there any known basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the authorization, execution, delivery or performance by the Agency of the Agency Legal Documents.

(h) As of the time of acceptance hereof and as of the date of the Closing, the Agency does not and will not have outstanding any indebtedness which indebtedness is secured by a lien on the Tax Revenues of the Agency superior to or on a parity with the lien provided for in the Indenture on the Tax Revenues, other than as disclosed in the Official Statement.

(i) As of the time of acceptance hereof and as of the date of the Closing, the Agency has complied with the filing requirements of the Law, including, without limitation, the filing of all Recognized Obligation Payment Schedules, as required by the Law.

(j) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry-only system, the Insurer, the Policy or the Reserve Policy).

(k) As of the date thereof and at all times subsequent thereto to and including the date which is 25 days following the End of the Underwriting Period (as such term is hereinafter defined) for the Bonds, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry-only system, the Insurer, the Policy or the Reserve Policy).

(l) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information herein, in the light of the circumstances under which it was presented, not misleading, the Agency will notify the Underwriters, and, if in the opinion of the Underwriters or the Agency, or respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Agency will cooperate in the preparation of an amendment or supplement to the Official Statement in a form and manner approved by the Underwriters, and shall pay all expenses thereby incurred. For the purposes of this subsection, between the date hereof and the date which is 25 days of the End of the Underwriting Period for the Bonds, the Agency will furnish such information with respect to itself as the Underwriters may from time to time reasonably request. As used herein, the term “End of the Underwriting Period” means the later of such time as: (i) the Agency delivers the Bonds to the Underwriters; or (ii) the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Underwriters give notice to the contrary, the “End of the Underwriting Period” shall be the date of Closing.

(m) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (l) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact required to be stated therein or necessary to make such information therein in the light of the circumstances under which it was presented, not misleading (except that this representation does not include information relating to The Depository Trust Company or the book-entry-only system, the Insurer, the Policy or the Reserve Policy).

(n) After the Closing, the Agency will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy,

the Underwriters shall reasonably object in writing or which shall be disapproved by counsel for the Underwriters.

(o) Any certificate signed by any officer of the Agency and delivered to the Underwriters shall be deemed a representation by the Agency to the Underwriters as to the statements made therein.

(p) The Agency will apply the proceeds from the sale of the Bonds for the purposes specified in the Official Statement.

(q) The Agency has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Agency is not a bond issuer whose arbitrage certifications may not be relied upon.

(r) The Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter, at the expense of the Underwriter, as it may reasonably request in order to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Agency will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(s) The Agency will refrain from taking any action with regard to which the Agency may exercise control that results in the inclusion in gross income for federal income tax purposes of the interest on the Bonds or State of California income tax purposes of the interest on the Bonds.

(t) Except as disclosed in the Official Statement, the Agency has not defaulted in any material respect under any prior continuing disclosure undertaking within the previous five years.

(u) The Oversight Board has duly adopted the Oversight Board Resolution approving the issuance of the Bonds and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions described in the Preliminary Official Statement.

(v) The Department of Finance of the State (the "Department of Finance") has issued a letter, dated _____, 2016, approving the issuance of the bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the Agency is not aware of the Department of Finance directing or having any basis to direct the County Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Agency pursuant to Section 34183 of the Dissolution Act.

6. Closing. At 8:00 A.M., California time, on _____, 2016, or on such other date as may be mutually agreed upon by the Agency and the Underwriters, the Agency will, subject to the terms and conditions hereof, sell and deliver the Bonds to the Underwriters, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the purchase price of the

Bonds as set forth in Section 1 hereof in federal funds. Sale, delivery and payment as aforesaid shall be made at the offices of Jones Hall, A Professional Law Corporation, San Francisco, California, or such other place as shall have been mutually agreed upon by the Agency and the Underwriters, except that the Bonds (with one certificate for each maturity and otherwise in a form suitable for the book-entry system) shall be delivered to the Underwriters in New York, New York, through the book-entry system of The Depository Trust Company (“DTC”). Unless the DTC Fast Automated Securities Transfer (“FAST”) is utilized, the Bonds will be made available for inspection by DTC at least one business day prior to the Closing.

7. Closing Conditions. The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties of the Agency contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The Underwriters shall receive, within seven (7) business days of the date hereof, but in no event less than 1 day prior to Closing, copies of the Official Statement (including all information previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12 and any amendments or supplements as have been approved by the Underwriters), in such reasonable quantity as the Underwriters shall have requested;

(b) The representations and warranties of the Agency contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing and the statements of the officers and other officials of the Agency and the Trustee made in any certificate or other document furnished pursuant to the provisions hereof are accurate;

(c) At the time of the Closing, the Agency Legal Documents shall have been duly authorized, executed and delivered by the respective parties thereto, and the Official Statement shall have been duly authorized, executed and delivered by the Agency, all in substantially the forms heretofore submitted to the Underwriters, with only such changes as shall have been agreed to in writing by the Representative, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the governing body of the Agency as, in the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California (“Bond Counsel”), shall be necessary or appropriate in connection with the transactions contemplated hereby;

(d) At the time of the Closing, all necessary official action of the Agency relating to the Official Statement and the Agency Legal Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(e) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) Bond Counsel Opinions. The approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the Agency, dated the date of the Closing and substantially in the form included as Appendix F to the Official Statement;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriters, in form and substance acceptable to the Underwriters, and dated the date of the Closing, stating that the Underwriters may rely on the opinions of Bond Counsel described in paragraph (1) above as if such opinion were addressed to the Underwriters and to the following effect:

(i) the Purchase Agreement has been duly executed and delivered by the Agency and (assuming due authorization, execution and delivery by and validity against the Underwriters) constitutes the valid and binding agreement of the Agency, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and by the application of equitable principles;

(ii) the statements contained in the Official Statement under the captions "THE BONDS," "SECURITY FOR THE BONDS," "OTHER INFORMATION—Tax Matters," and in Appendices D and F insofar as such statements expressly summarize certain provisions of the Indenture or the opinion of Bond Counsel, are accurate in all material respects;

(iii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(iv) the Agency has taken all actions required to defease the Prior Bonds and such Prior Bonds are no longer outstanding under the terms of the Indenture of Trust pursuant to which they were issued.

(3) Financial Advisor Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of C.M. de Crinis & Co. Inc., the Agency's Financial Advisor (the "Financial Advisor") addressed to the Underwriters and the Agency to the effect, that, in connection with its participation in the preparation of the Official Statement and without undertaking any independent investigation, and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, nothing has come to the attention of the Financial Advisor that would lead it to believe that the statements and information contained in the Official Statement as of the date thereof and the date of the Closing, contains an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading;

(4) Agency Counsel Opinion. An opinion of Counsel to the Agency ("Agency Counsel"), dated the date of the Closing and addressed to the Underwriters, in form and substance acceptable to the Underwriters to the following effect:

(i) the Agency is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State, with full right, power and authority to execute, deliver and perform its obligations under the Agency Legal Documents;

(ii) the Agency Resolution and the Agency OS Resolution were duly adopted at meetings of the Agency, called and held pursuant to law, with all public notice required by law and at which quorums were present and acting throughout; and the Agency Resolution and the Agency OS Resolution are in full force and effect and have not been modified amended or rescinded since their respective adoption date;

(iii) the Agency Legal Documents and the Official Statement have been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the other parties thereto, the Agency Legal Documents constitute the valid, legal and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors rights and by the application of equitable principles if equitable remedies are sought;

(iv) the execution and delivery of the Agency Legal Documents and the Official Statement and compliance with the provisions of the Agency Legal Documents, under the circumstances contemplated thereby, (1) do not and will not in any material respect conflict with or constitute on the part of the Agency a breach of or default under any agreement or other instrument to which the Agency is a party or by which it is bound, and (2) do not and will not in any material respect constitute on the part of the Agency a violation, breach of or default under any existing law, regulation, court order or consent decree to which the Agency is subject;

(v) to the best of such counsel's knowledge, except as otherwise disclosed in the Official Statement, there is no litigation or proceeding, pending and served, or threatened, challenging the creation, organization or existence of the Agency, or the validity of the Bonds or the Agency Legal Documents or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, or under which a determination adverse to the Agency would have a material adverse effect upon the financial condition or the revenues of the Agency, or which, in any manner, questions the right of the Agency to issue, sell and deliver the Bonds, to enter into the Indenture or to use the Tax Revenues for repayment of the Bonds or affects in any manner the right or ability of the Agency to collect or pledge the Tax Revenues; and

(vi) based upon his or her participation as Agency Counsel in the preparation of the Official Statement and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, Agency Counsel has no reason to believe that, as of the its date and as of date of Closing, the information in the Official Statement relating to the Agency, the Tax Revenues and the Project Area (excluding any financial or statistical data with respect thereto, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(5) Trustee Counsel Opinion. The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Underwriters, to the effect that:

(i) the Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trusts created under the Indenture and the Refunding Instructions;

(ii) the Indenture and the Refunding Instructions have been duly authorized, executed and delivered by the Trustee and the Indenture and the Refunding Instructions constitute the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(iii) except as may be required under Blue Sky or other securities laws of any state, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture or the Refunding Instructions, or the consummation of the transactions contemplated by the Indenture and the Refunding Instructions.

(6) Agency Certificate. A certificate of the Agency, dated the date of the Closing, signed on behalf of the Agency by a duly authorized officer of the Agency, to the effect that:

(i) the representations and warranties of the Agency contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing;

(ii) no event affecting the Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(iii) no further consent is required to be obtained for the inclusion of the Agency's audited financial statements, including the accompanying accountant's letter, for Fiscal Year 2014/15 in the Official Statement.

(7) Trustee's Certificate. A Certificate, dated the date of Closing, to the effect that:

(i) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) the Trustee has full power, authority and legal right to comply with the terms of the Indenture and the Refunding Instructions and to perform its obligations stated therein; and

(iii) the Indenture and the Refunding Instructions have been duly authorized, executed and delivered by the Trustee and (assuming due authorization, execution and delivery by the Agency) constitute legal, valid and binding obligations of the Trustee in accordance

with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

(8) Legal Documents. Executed copies of this Purchase Agreement and the other Agency Legal Documents.

(9) Rating Letter. A letter from Standard & Poor's Credit Ratings Services ("S&P") to the effect that the Bonds have been assigned a rating of "___," which rating shall be in effect as of the Delivery Date.

(10) Disclosure Letter. A letter of Best Best & Krieger LLP ("Disclosure Counsel"), dated the date of the Closing, addressed to the Underwriters, to the effect that, based upon its participation in the preparation of the Official Statement and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein and the information included in the Appendices thereto and information relating to DTC, as to which no advice need be expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(11) Fiscal Consultant Certificate. A certificate of Urban Analytics, dated the date of the Closing, addressed to the Agency and the Underwriters, in form and substance acceptable to the Underwriters, certifying as to the accuracy of APPENDIX A—"REPORT OF FISCAL CONSULTANT" and the information in the Official Statement under the captions "SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE," "JURUPA VALLEY REDEVELOPMENT PROJECT AREA" and "ESTIMATED REVENUES AND BOND RETIREMENT," consenting to the inclusion of such firm's Fiscal Consultant Report in the Official Statement, and stating that to the best of such firm's knowledge, but without having conducted any investigation with respect thereto, nothing has come to such firm's attention between the date of such report and the date hereof which would materially alter any of the conclusions set forth in such report;

(12) Oversight Board Resolution. A copy of the Oversight Board Resolution.

(13) Oversight Board Certificate. A certificate of the Clerk of the Oversight Board to the effect that the Oversight Board Resolution was validly adopted, remains in full force and effect, and has not been amended, rescinded or otherwise modified since its date of adoption.

(14) Parity Certificate. A copy of the executed certificate of the Agency required to be delivered to the Trustee as a condition of the issuance of the Bonds as "Parity Debt" within the meaning of the Indenture.

(15) Verification Report. A report, dated the date of the Closing, of _____, independent certified public accountants (the "Verification Agent"), to the effect that it has verified the accuracy of the mathematical computations of the adequacy of the deposits in the

redemption fund for the Prior Bonds for the full and timely payment of all principal (including premium, if any) and interest due with respect to the portion of the Agency obligations to be defeased with the funds held pursuant to the Refunding Instructions, as are then outstanding on the dates specified in the Official Statement at the then applicable redemption price.

(16) Bond Insurance Policy and Reserve Policy. The executed Policy of the Insurer insuring the scheduled payment of principal of and interest on the Bonds, substantially in the form attached as Appendix I to the Official Statement, and an executed copy of the Reserve Policy.

(17) Insurer Counsel Opinion. An opinion of counsel to the Insurer, dated as of the date of Closing, addressed to the Underwriters and the Agency in form and substance acceptable to the Underwriters, substantially to the effect that: (i) the Insurer has been duly incorporated and is validly existing and in good standing under the laws of the State of its incorporation; (ii) the Policy and the Reserve Policy constitute the legal, valid and binding obligations of the Insurer enforceable in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, rehabilitation and other similar laws of general applicability relating to or affecting creditors' and/or claimants' rights against insurance companies and to general equity principles; and (iii) the information contained in the Official Statement under the caption "BOND INSURANCE" does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(18) Additional Documents. Such additional certificates, instruments and other documents as Bond Counsel, the Agency or the Underwriters may reasonably deem necessary.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters.

If the Agency or the Trustee shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, if the Agency shall determine in good faith (and provide written notice to the Underwriters) that legislation has been introduced or proposals made by the Governor of the State which if enacted and effective would impose additional limitations or burdens on the Agency or the County by reason of the issuance of the Bonds or which purport to prohibit the issuance of the Bonds, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriters shall be under no further obligation hereunder.

8. Termination. The Underwriters shall have the right to terminate this Purchase Agreement, without liability therefor, by notification to the Agency if at any time between the date hereof and prior to the Closing:

(a) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(b) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriters, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Agency, or the interest on bonds or notes or obligations of the general character of the Bonds; or

(c) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriters, materially adversely affects the market price of the Bonds; or

(d) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriters' ability to trade the Bonds; or

(f) a general banking moratorium shall have been established by federal or State authorities; or

(g) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak of hostilities or a national or international calamity or crisis, or there has occurred any escalation of existing hostilities, calamity or crisis, financial or otherwise, the effect of which on the financial markets of the United

States being such as, in the reasonable opinion of the Underwriters, would affect materially and adversely the ability of the Underwriters to market the Bonds; or

(h) any rating of the Bonds shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriters' reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

(i) the commencement of any action, suit or proceeding described in Section 5(g) hereof which, in the judgment of the Underwriters, materially adversely affects the market price of the Bonds; or

(j) there shall be in force a general suspension of trading on the New York Stock Exchange.

9. Expenses. The Agency will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to, (a) the cost of the preparation and printing or other reproduction of the Agency Legal Documents (other than this Purchase Agreement); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Financial Advisor, Fiscal Consultant and any other experts or other consultants retained by the Agency; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; (g) the Underwriters' out-of-pocket expenses incurred with the financing; (h) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (i) expenses (included in the expense component of the spread) incurred on behalf of the County's or the Agency's employees which are incidental to implementing this Purchase Agreement. The Underwriters will pay the expenses of the preparation of this Purchase Agreement and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, and the fee and disbursements of Underwriters' Counsel. The Underwriters are required to pay the fees of the California Debt and Investment Advisory Commission in connection with the offering of the Bonds. The Agency acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Agency agrees to reimburse the Underwriters for such fees.

The Underwriters shall pay, and the Agency shall be under no obligation to pay, all expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds.

10. Notices. Any notice or other communication to be given to the Agency under this Purchase Agreement may be given by delivering the same in writing at the Agency's address set forth above; Attention: Executive Director, and to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to Citigroup Global Markets Inc., 444 S. Flower Street, 27th Floor, Los Angeles, California 90071, Attention: Victor Andrade.

11. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Agency and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the Agency contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any

investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement; and (iii) any termination of this Purchase Agreement.

12. Effectiveness and Counterpart Signatures. This Purchase Agreement shall become effective upon the execution of the acceptance by an authorized officer of the Agency and shall be valid and enforceable at the time of such acceptance and approval. This Purchase Agreement may be executed by the parties hereto by facsimile transmission and in separate counterparts, each of which when so executed and delivered (including delivery by facsimile transmission) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

14. Governing Law. This Purchase Agreement shall be construed in accordance with the laws of the State of California.

Very truly yours,

CITIGROUP GLOBAL MARKETS, INC., as
Representative of the Underwriters

By: _____
Its: Authorized Officer

Accepted:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: _____
Deputy County Executive Officer
County of Riverside

EXHIBIT A

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
JURUPA VALLEY REDEVELOPMENT PROJECT AREA
2016 TAX ALLOCATION REFUNDING BONDS, SERIES B**

<i>Maturity Date (October 1)</i>	<i>Amount</i>	<i>Coupon</i>	<i>Yield</i>	<i>Price</i>
--------------------------------------	---------------	---------------	--------------	--------------

APPENDIX B

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to Citigroup Global Markets Inc., on behalf of itself and RBC Capital Markets, LLC (together, the “Underwriters”) that [he/she] is a duly appointed and acting officer of the Successor Agency to the Redevelopment Agency for the County of Riverside, and as such is to execute and deliver this Certificate and further hereby certify and reconfirm on behalf of the Agency to the Underwriters as follows:

(1) This Certificate is delivered to enable the Underwriters to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the Successor Agency to the Redevelopment Agency for the County of Riverside Jurupa Valley Redevelopment Project Area 2016 Tax Allocation Refunding Bonds, Series B (the “Bonds”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated as of _____, 2016, setting forth information concerning the Bonds and the Agency, as issuer of the Bonds, and the Agency (the “Preliminary Official Statement”).

(3) As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters and the identity of the underwriter(s), all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule and has been, and the information therein is accurate and complete in all material respects except for the Permitted Omissions.

(5) If, at any time prior to the execution of the final contract of purchase, any event occurs as a result of which the Preliminary Official Statement might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Agency shall promptly notify the Underwriters thereof.

IN WITNESS WHEREOF, I have hereunto set my hand as of the __ day of _____, 2016.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY
OF RIVERSIDE

By _____
Authorized Officer

INDENTURE OF TRUST

Dated as of [May 1, 2016]

by and between the

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE**

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee**

Relating to

\$ _____

**Successor Agency to the
Redevelopment Agency For the County of Riverside
Jurupa Valley Redevelopment Project Area
2016 Tax Allocation Refunding Bonds, Series B**

TABLE OF CONTENTS

ARTICLE I: DEFINITIONS; RULES OF CONSTRUCTION:	
Section 1.01.	Findings and Determinations4
Section 1.02.	Definitions4
Section 1.03.	Rules of Construction.....16
ARTICLE II AUTHORIZATION AND TERMS OF 2016 SERIES B BONDS	
Section 2.01.	Authorization and Purpose of 2016 Series B Bonds.....17
Section 2.02.	Terms of the 2016 Series B Bonds17
Section 2.03.	Redemption of 2016 Series B Bonds.....18
Section 2.04.	Form of 2016 Series B Bonds.....20
Section 2.05.	Execution, Authentication and Delivery of 2016 Series B Bonds20
Section 2.06.	Transfer of 2016 Series B Bonds20
Section 2.07.	Exchange of 2016 Series B Bonds21
Section 2.08.	Registration Books21
Section 2.09.	Temporary Bonds.....21
Section 2.10.	2016 Series B Bonds Mutilated, Lost, Destroyed or Stolen.....21
Section 2.11.	Book Entry Form22
ARTICLE III DEPOSIT AND APPLICATION OF PROCEEDS OF 2016 SERIES B BONDS ISSUANCE OF PARITY DEBT	
Section 3.01.	Issuance of 2016 Series B Bonds.....25
Section 3.02.	Deposit and Application of Proceeds25
Section 3.03.	Costs of Issuance Fund25
Section 3.04.	Refunding Fund.....25
Section 3.05.	Issuance of Parity Debt26
Section 3.06.	Issuance of Subordinate Debt.....26
Section 3.07.	Validity of Bonds27
ARTICLE IV: SECURITY OF BONDS; FLOW OF FUNDS INVESTMENTS	
Section 4.01.	Pledge of Tax Revenues.....28
Section 4.02.	Special Fund; Deposit of Tax Revenues.....29
Section 4.03.	Debt Service Fund; Transfer of Amounts to Trustee29
Section 4.04.	Claims Upon the Insurance Policy33
Section 4.05.	Provisions Relating to Reserve Insurance Policy33
Section 4.06.	Rights of the Insurer.....33
ARTICLE V OTHER COVENANTS OF THE SUCCESSOR AGENCY	
Section 5.01.	Punctual Payment.....34
Section 5.02.	Continuing Disclosure34
Section 5.03.	Limitation on Additional Indebtedness34
Section 5.04.	Extension of Payment of Bonds34
Section 5.05.	Payment of Claims34
Section 5.06.	Books and Accounts; Financial Statements35
Section 5.07.	Protection of Security and Rights of Owners35
Section 5.08.	Payments of Taxes and Other Charges35
Section 5.09.	Disposition of Property35
Section 5.10.	Maintenance of Tax Revenues36
Section 5.11.	Tax Covenants Relating to the 2016 Series B Bonds.....36
Section 5.12.	Plan Limitations; Annual Review of Tax Revenues37
Section 5.13.	Compliance with the Law; Recognized Obligation Payment Schedules37

Section 5.14.	Further Assurances.....	38
ARTICLE VI THE TRUSTEE		
Section 6.01.	Duties, Immunities and Liabilities of Trustee	39
Section 6.02.	Merger or Consolidation.....	40
Section 6.03.	Liability of Trustee	40
Section 6.04.	Right to Rely on Documents	43
Section 6.05.	Preservation and Inspection of Documents	43
Section 6.06.	Compensation and Indemnification.....	43
Section 6.07.	Deposit and Investment of Moneys in Funds.....	44
Section 6.08.	Accounting Records and Financial Statements	45
Section 6.09.	Appointment of Co-Trustee or Agent	45
Section 6.10.	No Liability for Agency Performance.....	46
Section 6.11.	Other Transactions with Successor Agency	46
ARTICLE VII MODIFICATION OR AMENDMENT OF THIS INDENTURE		
Section 7.01.	Authorized Amendments.....	47
Section 7.02.	Effect of Supplemental Indenture.....	48
Section 7.03.	Endorsement or Replacement of Bonds After Amendment.....	48
Section 7.04.	Amendment by Mutual Consent.....	48
Section 7.05.	Trustee's Reliance	48
Section 7.06.	Opinion of Counsel.....	48
Section 7.07.	Effect on Owners.....	48
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES		
Section 8.01.	Events of Default and Acceleration of Maturities	49
Section 8.02.	Application of Funds Upon Acceleration	50
Section 8.03.	Power of Trustee to Control Proceedings	51
Section 8.04.	Limitation on Owners' Right to Sue.....	51
Section 8.05.	Non-waiver	51
Section 8.06.	Actions by Trustee as Attorney-in-Fact.....	52
Section 8.07.	Remedies Not Exclusive	52
Section 8.08.	Insurer Deemed Sole Owner	52
ARTICLE IX MISCELLANEOUS		
Section 9.01.	Benefits Limited to Parties	53
Section 9.02.	Successor is Deemed Included in All References to Predecessor.....	53
Section 9.03.	Defeasance of Bonds.....	53
Section 9.04.	Execution of Documents and Proof of Ownership by Owners.....	54
Section 9.05.	Disqualified Bonds	54
Section 9.06.	Waiver of Personal Liability.....	55
Section 9.07.	Destruction of Canceled Bonds	55
Section 9.08.	Notices	55
Section 9.09.	Partial Invalidity	56
Section 9.10.	Unclaimed Moneys.....	56
Section 9.11.	Payment on Non-Business Days	56
Section 9.12.	Miscellaneous Rights of the Insurer	56
Section 9.13.	Execution in Counterparts.....	56
Section 9.14.	Governing Law	57
EXHIBIT A	FORM OF 2016 SERIES B BOND	

INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture") is made and entered into as of [May 1, 2016], by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity duly created and existing under the laws of the State of California (the "Successor Agency"), as successor to the Redevelopment Agency for the County of Riverside (the "Former Agency"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, the Former Agency was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State of California (the "Redevelopment Law"), including the power to issue bonds for any of its corporate purposes; and

WHEREAS, a Redevelopment Plan for the Jurupa Valley Redevelopment Project Area in the County of Riverside, California (the "Redevelopment Project") was adopted in compliance with all requirements of the Redevelopment Law; and

WHEREAS, for the purpose of providing funds to finance and refinance redevelopment activities with respect to the Redevelopment Project, the Former Agency borrowed money pursuant to a loan (the "1997 Loan") from the Riverside County Public Financing Authority (the "Authority") pursuant to a Loan Agreement in the original principal amount of \$25,540,000, dated as of September 1, 1997 with respect to the Jurupa Valley Redevelopment Project Area, and being by and between the Former Agency, the Authority and U.S. Trust Company of California, as succeeded by The Bank of New York Trust Company, N.A. (the "1997 Loan Agreement"); and

WHEREAS, for the purpose of providing funds to finance activities with respect to the Redevelopment Project, the Former Agency issued pursuant to the Indenture of Trust, dated as of April 1, 2001, by and between the Former Agency and U.S. Trust Company of California, as succeeded by The Bank of New York Mellon Trust Company, N.A., as trustee, formerly known as the Bank of New York Trust Company, N.A., its Redevelopment Agency For the County of Riverside Jurupa Valley Project Area 2001 Tax Allocation Bonds, Series B, in the aggregate principal amount of \$90,025,000 (the "2001 Bonds"); and

WHEREAS, for the purpose of providing funds to finance activities with respect to the Redevelopment Project, the Former Agency issued pursuant to the Indenture of Trust, dated as of December 1, 2004, by and between the Former Agency and The Bank of New York Mellon Trust Company, N.A., as trustee, formerly known as The Bank of New York Trust Company, N.A. (the "2004 Indenture"), its Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2004 Tax Allocation Bonds, Series B, in the aggregate principal amount of \$16,715,000 (the "2004 Bonds"); and

WHEREAS, for the purpose of providing funds to finance additional redevelopment activities with respect to the Redevelopment Project, the Former Agency issued pursuant to the Indenture of Trust dated as of September 1, 2005, by and between the Former Agency and The Bank of New York Mellon Trust Company, N.A., as trustee, formerly known as The Bank of New

York Trust Company, N.A. (the "2005 Indenture") its Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2005 Tax Allocation Bonds, Series B, in the aggregate principal amount of \$60,220,000 (the "2005 Bonds"); and

WHEREAS, for the purpose of providing funds to refinance the 1997 Loan Agreement in full and to finance additional redevelopment activities with respect to the Redevelopment Project, the Former Agency issued pursuant to the Indenture of Trust dated as of October 1, 2006, by and between the Former Agency and The Bank of New York Mellon Trust Company, N.A., as trustee, formerly known as The Bank of New York Trust Company, N.A. (the "2006 Indenture") its Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2006 Tax Allocation Bonds, Series B in the aggregate principal amount of \$68,740,000 (the "2006 Bonds"); and

WHEREAS, for the purpose of providing funds to refund, in full, the 2001 Series B Bonds and to provide additional funds to finance the Redevelopment Project, the Former Agency issued pursuant to the Indenture of Trust dated as of April 1, 2007, between the Former Agency and The Bank of New York Mellon Trust Company, N.A., as trustee, formerly known as The Bank of New York Trust Company, N.A. (the "2007 Indenture") its Redevelopment Agency for the County of Riverside Jurupa Valley Redevelopment Project Area 2007 Tax Allocation Refunding Bonds Series B, in the aggregate principal amount of \$89,990,000 (the "2007 Bonds"); and

WHEREAS, for the purpose of providing funds to finance additional redevelopment activities with respect to the Redevelopment Project, the Former Agency issued pursuant to the Indenture of Trust dated as of March 1, 2011, between the Former Agency and the Trustee (the "2011 Indenture") its Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2011 Tax Allocation Bonds, Series B, in the aggregate principal amount of \$23,133,000.50 (the "2011 Series B Bonds") and its Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2011 Tax Allocation Bonds, Series B-T in the aggregate principal amount of \$11,525,000 (the "2011 Series B-T Bonds" and together with the 2011 Series B Bonds, the "2011 Bonds"); and

WHEREAS, by implementation of California Assembly Bill X1 26, which amended provisions of the Redevelopment Law, and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, the Former Agency was dissolved on February 1, 2012 in accordance with California Assembly Bill X1 26 approved by the Governor of the State of California on June 28, 2011 (as amended, the "Dissolution Act"), and on February 1, 2012, the Successor Agency, in accordance with and pursuant to the Dissolution Act, assumed the duties and obligations of the Former Agency as provided in the Dissolution Act, including, without limitation, the obligations of the Former Agency under the 2006 Indenture and related documents to which the Former Agency was a party; and

WHEREAS, Section 34177.5(a)(1) of the California Health and Safety Code authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other obligations of the Former Agency, subject to the conditions precedent contained in said Section 34177.5; and

WHEREAS, said Section 34177.5 also authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5; and

WHEREAS, for the purpose of providing funds to refund the 2004 Bonds and the 2005 Bonds, the Successor Agency issued its Successor Agency to the Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2015 Tax Allocation Refunding Bonds, Series B, in an aggregate principal amount of \$64,365,000 (the "2015 Bonds"); and

WHEREAS, the Successor Agency has determined that it will also achieve debt service savings within such parameters by the issuance pursuant to the Redevelopment Law, the Dissolution Act and the Refunding Law of its \$_____ aggregate principal amount of Successor Agency to the Redevelopment Agency For the County of Riverside Redevelopment Jurupa Valley Redevelopment Project Area 2016 Tax Allocation Refunding Bonds, Series B (the "2016 Series B Bonds") in order to refund, on an advanced basis, the outstanding 2006 Bonds, other than the 2006 Bonds maturing on October 1, 2016; and

WHEREAS, debt service on the 2016 Series B Bonds will be payable on a parity basis with the debt service on the outstanding 2006 Bonds, the 2007 Bonds, the 2011 Bonds and the 2015 Bonds; and

WHEREAS, in order to provide for the authentication and delivery of the 2016 Series B Bonds, to establish and declare the terms and conditions upon which the 2016 Series B Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Successor Agency has determined that all acts and proceedings required by law necessary to make the 2016 Series B Bonds, when executed by the Successor Agency, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken;

NOW, THEREFORE, in order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Outstanding Bonds under this Indenture according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Successor Agency and the Trustee do hereby covenant and agree with one another, for the benefit of the Insurer and the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. Findings and Determinations. The Successor Agency has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2016 Series B Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the 2016 Series B Bonds in the manner and form provided in this Indenture.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

"Additional Revenues" means, as the date of calculation, the amount of Tax Revenues which, as shown in a report of an Independent Redevelopment Consultant, are estimated to be receivable by the Successor Agency within the Fiscal Year following the Fiscal Year in which such calculation is made as a result of increases in the assessed valuation of taxable property in the Project Area due to either (a) construction which has been completed and for which a certificate of occupancy has been issued by the County or other appropriate governmental entity but which is not then reflected on the tax rolls, or (b) transfer of ownership or any other interest in real property which has been recorded but which is not then reflected on the tax rolls. For purposes of this definition, the term "increases in the assessed valuation" means the amount by which the assessed valuation of taxable property in the Project Area is estimated to increase above the assessed valuation of taxable property in the Project Area (as evidenced in the written records of the County) as of the date on which such calculation is made.

"Annual Debt Service" means, for each Bond Year, the sum of (a) the interest payable on the Bonds (including any Parity Debt) in such Bond Year, and (b) the principal amount of the Outstanding Bonds (including any Parity Debt) scheduled to be paid in such Bond Year upon the maturity or mandatory sinking account redemption thereof. For purposes of such calculation, variable rate Parity Debt shall be deemed to bear interest at the maximum rate permitted by the Parity Debt Instrument pursuant to which such Parity Debt is issued. For purposes of such calculation, there shall be excluded debt service payments with respect to the Bonds or any Parity Debt (i) to the extent that amounts due with respect to the Bonds or such Parity Debt are prepaid or otherwise discharged in accordance with this Indenture or the relevant Parity Debt Instrument or (ii) to the extent the proceeds thereof are then deposited in an escrow fund in which amounts are invested in Permitted Investments and from which moneys may not be released to the Successor Agency unless the amount of Tax Revenues for the current Fiscal Year (as evidenced in the written records of the County) plus Additional Revenues at least meets the requirements of Section 3.05(b).

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Successor Agency of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

"Bond Year" means any twelve-month period beginning on October 2 in any year and extending to the next succeeding October 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on October 1, 2016.

"Bonds" means, collectively, the 2016 Series B Bonds and, if the context requires, the 2006 Bonds, the 2007 Bonds, the 2011 Bonds, the 2015 Bonds and any additional Parity Debt. Unless the context otherwise requires, the term "Bond" or "Bonds" shall refer to the Bonds issued under this Indenture.

"Business Day" means a day of the year (other than a Saturday or Sunday) on which banks in the State or the State of New York are not required or permitted to be closed, and on which the New York Stock Exchange is open.

"Certificate of the Successor Agency" means a certificate in writing signed by the Executive Director, any Deputy Executive Director or the Fiscal Manager of the Successor Agency, or any other officer of the Successor Agency duly authorized by the Successor Agency for that purpose.

"Closing Date" means the date on which the 2016 Series B Bonds are delivered by the Successor Agency to the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2016 Series B Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2016 Series B Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate, if any, executed by the Successor Agency, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the 2016 Series B Bonds, including but not limited to printing expenses, bond insurance premiums, rating agency fees, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the 2016 Series B Bonds and any other cost, charge or fee in connection with the original issuance of the 2016 Series B Bonds.

"Costs of Issuance Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.03 hereof.

"County" means the County of Riverside, a county duly organized and existing under the Constitution and laws of the State.

"Debt Service Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.03.

"Defeasance Obligations" means:

- (a) cash;
- (b) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series);
- (c) Direct obligations of the Treasury that have been stripped by the Treasury itself, CATS, TIGRS and similar securities;
- (d) The interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form;
- (e) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P, provided that, if the issue is rated only by S&P (i.e., there is no Moody's rating), then the pre-refunded municipal bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals; and
- (f) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Rural Economic Community Development Administration (formerly the Farmers Home Administration); (iii) obligations of the Federal Financing Bank; (iv) debentures of the Federal Housing Administration; (v) participation certificates of the General Services Administration; (vi) guaranteed Title XI financings of the U.S. Maritime Administration; (vii) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.04.

"Depository System Participant" means any participant in the Depository's book-entry system.

"Dissolution Act" means the provisions of Assembly Bill X1 26, signed by the Governor June 28, 2011, and filed with the Secretary of State June 29, 2011, consisting of Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code, as amended by Assembly Bill 1484, signed by the Governor on June 27, 2012, and filed with the Secretary of State on June 27, 2012.

"DOF" means the California Department of Finance.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Event of Default" means any of the events described in Section 8.01.

"Fair Market Value" means, with respect to any investment, the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the Successor Agency and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Successor Agency in any written directions of the Successor Agency.

"Federal Securities" means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TGRS), or obligations the payment of principal of and interest on which are unconditionally guaranteed by the United States of America.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the Successor Agency as its official fiscal year period pursuant to a Certificate of the Successor Agency filed with the Trustee.

"Former Agency" means the Redevelopment Agency for the County of Riverside (also known as the Redevelopment Agency of the County of Riverside), a public body corporate and politic duly organized and formerly existing under the Law and dissolved in accordance with the Dissolution Act.

"Housing Bonds" means, collectively, the following: (i) the Former Agency's Redevelopment Agency for the County of Riverside 2004 Taxable Tax Allocation Housing Bonds, Series A-T, (ii) the Former Agency's 2010 Tax Allocation Housing Bonds, Series A, (iii) the Former Agency's 2010 Taxable Tax Allocation Housing Bonds, Series A-T, (iv) the Former Agency's 2011 Tax Allocation Housing Bonds, Series A, (v) the Former Agency's 2011 Taxable Tax Allocation Housing Bonds, Series A-T, (vi) the Successor Agency's 2014 Tax Allocation Housing Refunding Bonds, Series A, (vii) the Successor Agency's 2015 Tax Allocation Housing Refunding Bonds, Series A and (viii) any bonds issued to refund such bonds similarly secured by amounts which prior to the adoption of the Dissolution Act were required to be deposited into the Low and Moderate Income Housing Fund of the Former Agency pursuant to Sections 33334.2, 33334.3 and 33334.6 of the Law.

"Indenture" means this Indenture of Trust by and between the Successor Agency and the Trustee, as amended or supplemented from time to time pursuant to any Supplemental Indenture entered into pursuant to the provisions hereof.

"Independent Accountant" means any accountant or firm of such accountants duly licensed or registered or entitled to practice and practicing as such under the laws of the State, appointed by or acceptable to the Successor Agency, and who, or each of whom: (a) is in fact independent and not under domination of the Successor Agency; (b) does not have any substantial interest, direct or indirect, with the Successor Agency; and (c) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

"Independent Fiscal Consultant" means any consultant or firm or firms of such consultants appointed by or acceptable to the Successor Agency and who, or each of whom: (a) is judged by the Successor Agency to have experience in matters relating to the financing of redevelopment projects; (b) is in fact independent and not under domination of the Successor Agency; and (c) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

"Independent Redevelopment Consultant" means any consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom:

(a) is judged by the Successor Agency to have experience in matters relating to the collection of Tax Revenues or otherwise with respect to the financing of redevelopment projects;

(b) is in fact independent and not under the domination of the Successor Agency;

(c) does not have any substantial interest, direct or indirect, with the Successor Agency, other than as original purchaser of the Bonds or any Parity Debt; and

(d) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

"Information Services" means, "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the Successor Agency may designate in a Request of the Successor Agency filed with the Trustee.

"Insurance Policy" means the municipal bond insurance policy issued by the Insurer guaranteeing the payment when due of the principal of an interest on the 2016 Series B Bonds as provided therein.

"Insurer" means _____, a _____, as issuer of the Insurance Policy and the Reserve Insurance Policy, or any successor thereto or assignee thereof.

"Interest Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(a).

"Interest Payment Date" means each April 1 and October 1, commencing October 1, 2016, for so long as any of the 2016 Series B Bonds remain unpaid.

"Low and Moderate Income Housing Fund" means the fund of the Former Agency by that name established pursuant to Section 33334.3 of the Redevelopment Law.

"Maximum Annual Debt Service" means, as of the date of calculation, the largest Annual Debt Service for the current or any future Bond Year payable on the Bonds or any Parity Debt in such Bond Year. For purposes of such calculation, variable rate Parity Debt shall be deemed to bear interest at the maximum rate permitted by the Parity Debt Instrument pursuant to which such Parity Debt is issued. For purposes of such calculation, there shall be excluded debt service payments with respect to the Bonds or any Parity Debt (i) to the extent that amounts due with respect to the Bonds or such Parity Debt are prepaid or otherwise discharged in accordance with this Indenture or the relevant Parity Debt Instrument or (ii) to the extent the proceeds thereof are then deposited in an escrow fund in which amounts are invested in Permitted Investments and from which moneys may not be released to the Successor Agency unless the amount of Tax Revenues for the current Fiscal Year (as evidenced in the written records of the County) plus Additional Revenues at least meets the requirements of Section 3.05(b).

"Moody's" means Moody's Investors Service, Inc., its successors and assigns.

"Nominee" means (a) initially, Cede & Co., as nominee of DTC, and (b) any other nominee of the Depository designated pursuant to Section 2.11(a).

"Office" means, with respect to the Trustee, the corporate trust office of the Trustee at 400 S. Hope Street, Suite 400, Los Angeles, California 90071, or at such other or additional offices as may be specified by the Trustee in writing to the Successor Agency, provided that for the purposes of maintenance of the Registration Books and presentation of Bonds for transfer, exchange or payment such term shall mean the office of the Trustee at which it conducts its corporate agency business.

"Original Purchaser" means, collectively, Citigroup Global Markets Inc. and [RBC Capital Markets, LLC], as the original purchasers of the 2016 Series B Bonds.

"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except: (a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant hereto.

"Oversight Board" means the oversight board duly constituted from time to time pursuant to Section 34179 of the Dissolution Act.

"Owner" means, with respect to any Bond issued hereunder, the person in whose name the ownership of such Bond shall be registered on the Registration Books.

"Parity Debt" means the 2006 Bonds, the 2007 Bonds, the 2011 Bonds, the 2015 Bonds and any other bonds, notes, loans, advances or other indebtedness issued or incurred by

the Successor Agency on a parity with the 2016 Series B Bonds, the 2006 Bonds, the 2007 Bonds, the 2011 Bonds and the 2015 Bonds pursuant to Section 3.05.

"Parity Debt Instrument" means the 2006 Indenture, the 2007 Indenture, the 2011 Indenture, the 2015 Indenture and any resolution, indenture of trust, trust agreement or other instrument authorizing the issuance of any Parity Debt and which otherwise complies with all of the terms and conditions of this Indenture, including, without limitation, the provisions of Section 3.05.

"Parity Debt Special Funds" means, collectively, (i) the special fund established by Section 4.02 of the 2006 Indenture known as the "2006 Jurupa Valley Redevelopment Project Area Special Fund", which is held by the Successor Agency and which is herein referred to as the "2006 Special Fund," (ii) the special fund established by Section 4.02 of the 2007 Indenture known as the "2007 Jurupa Valley Redevelopment Project Area Special Fund", which is held by the Successor Agency and which is herein referred to as the "2007 Special Fund," (iii) the special fund established by Section 4.02 of the 2011 Indenture known as the "2011 Jurupa Valley Redevelopment Project Area Special Fund", which is held by the Successor Agency and which is herein referred to as the "2011 Special Fund", (iv) the special fund established by Section 4.02 of the 2015 Indenture known as the "2015 Jurupa Valley Redevelopment Project Area Special Fund", which is held by the Successor Agency and which is herein referred to as the "2015 Special Fund", and (v) any other special fund with respect to any Parity Debt established by any Supplemental Indenture.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein (provided that (i) the following investments shall constitute "Permitted Investments" for purposes of this Indenture only to the extent such investments are authorized to be made pursuant to the Successor Agency's investment policy as in effect from time to time, and (ii) the Trustee shall be entitled to rely upon any investment direction from the Successor Agency as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State, are authorized to be made pursuant to the Successor Agency's investment policy as in effect from time to time and constitute Permitted Investments), but only to the extent that the same are acquired at Fair Market Value:

(a) Federal Securities.

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): (i) certificates of beneficial ownership of the Farmers Home Administration; (ii) Federal Housing Administration debentures; (iii) participation certificates of the General Services Administration; (iv) guaranteed mortgage-backed bonds or guaranteed pass-through obligations of the Government National Mortgage Association; (v) guaranteed Title XI financings of the U.S. Maritime Administration; and (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development.

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S.

government agencies (stripped securities only as stripped by the Successor Agency itself): (i) senior debt obligations of the Federal Home Loan Bank System; (ii) participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation; (iii) mortgaged-backed securities and senior debt obligations of the Fannie Mae; (iv) obligations of the Resolution Funding Corporation; and (v) consolidated system-wide bonds and notes of the Farm Credit System.

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAm-G, AAAM or AAM, and a rating by Moody's of Aaa, Aa1 or Aa2 including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(e) Certificates of deposit (including those of the Trustee, its parent and its affiliates) secured at all times by collateral described in (a) or (b) above, which have a maturity not greater than one year from the date of investment and which are issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated "A-1+" or better by S&P and "Prime-1" by Moody's, which collateral must be held by a third party and provided that the Trustee must have a perfected first security interest in such collateral.

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates) which are fully insured by FDIC, including BIF and SAIF.

(g) Investment and repurchase agreements with (or guaranteed by) financial institutions rated "Aa3" by Moody's and "AA-" by S&P.

(h) Commercial paper rated at the time of purchase "Prime-1" by Moody's and "A-1+" or better by S&P.

(i) Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the three highest rating categories assigned by such agencies.

(j) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime-1" or "A3" or better by Moody's, and "A-1+" by S&P.

(k) The Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

(l) the County's investment pool.

"Plan Limitations" means, to the extent applicable, the limitations contained or incorporated in the Redevelopment Plan on (a) the aggregate principal amount of indebtedness payable from Tax Revenues which may be outstanding at any time and (b) the aggregate amount of taxes which may be divided and allocated to the Successor Agency pursuant to the Redevelopment Plan.

"Principal Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(b).

"Pro Rata Share of Housing Debt Service" means an amount equal to the percentage of debt service on Housing Bonds in the then current Bond Year, calculated by dividing the gross amount of taxes collected by the County for the Successor Agency pursuant to Section 34183 of the Dissolution Act and the Redevelopment Plan with respect to the Project Area in the last completed Fiscal Year by the sum of (i) the gross amount of taxes collected by the County for the Successor Agency pursuant to Section 34183 of the Dissolution Act and the Redevelopment Plan with respect to the Project Area in the last completed Fiscal Year, plus (ii) the gross amount of taxes collected by the County for the Successor Agency pursuant to Section 34183 of the Dissolution Act and the redevelopment plans for all of the other project areas of the Former Agency, which project areas include Project Area No. 1, the Jurupa Valley Redevelopment Project Area, the Mid-County Redevelopment Project Area, the Desert Communities Redevelopment Project Area, and the Interstate 215 Corridor Redevelopment Project Area, in the last completed Fiscal Year. For the purpose of this calculation, the gross amount of taxes collected refers to taxes deposited by the County into the Redevelopment Property Tax Trust Fund prior to deducting pass through payment obligations or administrative fees charged by the County or the State of California.

"Project Area" means the project area described in the Redevelopment Plan.

"Qualified Reserve Account Credit Instrument" means (i) the Reserve Insurance Policy and (ii) an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Trustee pursuant to Section 4.03(d), provided that all of the following requirements are met by the Agency at the time of delivery thereof to the Trustee: (a) S&P or Moody's have assigned a long-term credit rating to such bank or insurance company is "AAA" or "Aaa," respectively; (b) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.03(d); (d) the Trustee is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Interest Account, the Principal Account or the Sinking Account for the purpose of making payments required pursuant to Section 4.03; and (e) prior written notice is given to the Insurer before the effective date of any such Qualified Reserve Account Credit Instrument. Notwithstanding the foregoing, in the event of the issuance of Parity Debt (the "Refunding Parity Debt") to refund existing Parity Debt (the "Refunded Parity Debt") that has a Qualified Reserve Account Credit Instrument (the "Existing Qualified Reserve Account Credit Instrument") on deposit in the Reserve Account (or

in any subaccount therein) established with respect to such Refunded Parity Debt, any irrevocable standby or direct-pay letter of credit or surety bond proposed to be deposited in the Reserve Account or any subaccount thereof, or into another reserve account, to satisfy the Reserve Requirement with respect to the Refunding Parity Debt issued on or after October 1, 2014, shall only need to be rated no lower than the higher of (i) the current long term credit rating assigned by S&P or Moody's to the bank or insurance company that issued the Existing Qualified Reserve Account Credit Instrument or (ii) "A" or "A2," respectively, by S&P or Moody's.

"Recognized Obligation Payment Schedule" means a Recognized Obligation Payment Schedule, each prepared and approved from time to time pursuant to subdivision (l) of Section 34177 of the California Health and Safety Code.

"Record Date" means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

"Redemption Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(e).

"Redevelopment Law" or **"Law"** means the Community Redevelopment Law of the State, constituting Part 1 of Division 24 of the Health and Safety Code of the State, and the acts amendatory thereof and supplemental thereto.

"Redevelopment Plan" means the Redevelopment Plan for the Jurupa Valley Redevelopment Project Area, approved by Ordinance No. 762 and Ordinance No. 763, each adopted by the Board of Supervisors of the County of Riverside on July 9, 1996, as heretofore amended, together with any further amendments thereof at any time duly authorized pursuant to the Redevelopment Law and the Dissolution Act.

"Redevelopment Project" means the undertaking of the Former Agency to redevelop the Project Area in accordance with the Redevelopment Plan.

"Redevelopment Property Tax Trust Fund" or **"RPTTF"** means the fund by that name established pursuant to California Health and Safety Code Sections 34170.5(a) and 34172(c) and administered by the County auditor-controller.

"Refunding Fund" means the 2016 Series B Refunding Fund established and held by the Trustee pursuant to Section 3.04.

"Refunding Law" means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, and the acts amendatory thereof and supplemented thereto.

"Registration Books" means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the 2016 Series B Bonds.

"Request of the Successor Agency" means a request in writing signed by the Executive Director, any Deputy Executive Director or the Fiscal Manager of the Successor Agency, or any other officer of the Successor Agency duly authorized by the Successor Agency for that purpose.

"Reserve Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(d) of this Indenture.

"Reserve Insurance Policy" means the municipal bond debt service reserve insurance policy relating to the 2016 Series B Bonds issued by the Insurer. The Reserve Insurance Policy shall constitute as a Qualified Reserve Account Instrument, as such term is defined and is used in this Indenture.

"Reserve Requirement" means, with respect to the 2016 Series B Bonds or any Parity Debt, (including the 2006 Bonds, the 2007 Bonds, the 2011 Bonds and the 2015 Bonds), as of any calculation date, the least of (i) ten percent (10%) of the original principal amount of the 2016 Series B Bonds or Parity Debt, as applicable, provided that if the original issue discount of the 2016 Series B Bonds or Parity Debt exceeds 2% of such original principal amount, then initially ten percent (10%) of the original principal amount of, less original issue discount on, the 2016 Series B Bonds or Parity Debt, but excluding from such calculation any proceeds of Parity Debt deposited in an escrow described in the definitions of Annual Debt Service and Maximum Annual Debt Service, (ii) Maximum Annual Debt Service with respect to the 2016 Series B Bonds or Parity Debt, as applicable, or (iii) 125% of average Annual Debt Service on the 2016 Series B Bonds or Parity Debt, as applicable; provided further that the Successor Agency may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument. For purposes of calculating Maximum Annual Debt Service with respect to determining the Reserve Requirement, variable rate Parity Debt shall be deemed to bear interest at the maximum rate permitted by the Parity Debt Instrument. Subject to Section 4.03(d) hereof, the calculation of the Reserve Requirement may, at the option of the Successor Agency, be made with respect to the 2016 Series B Bonds and any Parity Debt, including the 2006 Bonds, the 2007 Bonds, the 2011 Bonds and the 2015 Bonds, on a combined basis, as provided in Section 4.03(d), provided that the Trustee shall establish separate subaccounts for the proceeds of the 2016 Series B Bonds and any such Parity Debt to enable the Trustee to track the investment of the proceeds of the 2016 Series B Bonds and such Parity Debt on an individual basis.

"Retirement Fund" means the Redevelopment Obligation Retirement Fund established and held by the Successor Agency pursuant to Section 34170.5(a) of the California Health and Safety Code.

"S&P" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc., its successors and assigns.

"Securities Depositories" means The Depository Trust Company and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Successor Agency may designate in a Request of the Successor Agency delivered to the Trustee.

"Sinking Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(c).

"Special Fund" means the fund by that name established and held by the Agency pursuant to Section 4.02 of this Indenture.

"State" means the State of California.

"Subordinate Debt" means, collectively, any bonds, notes, loans, advances or other indebtedness issued or incurred by the Successor Agency in accordance with the requirements of Section 3.06, which are either: (a) payable from, but not secured by a pledge of or lien upon, the Tax Revenues; or (b) secured by a pledge of or lien upon the Tax Revenues which is subordinate to the pledge of and lien upon the Tax Revenues hereunder for the security of the Bonds.

"Successor Agency" means the Successor Agency to the Redevelopment Agency for the County of Riverside, a public entity duly created and existing under the laws of the State of California, as successor to the Former Agency.

"Supplemental Indenture" means any indenture, agreement or other instrument which amends, supplements or modifies this Indenture and which has been duly entered into by and between the Successor Agency and the Trustee; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Revenues" means all taxes annually allocated within the Plan Limitations and paid to the Successor Agency with respect to the Project Area following the Closing Date, pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Law and Section 16 of Article XVI of the Constitution of the State and other applicable State laws and as provided in the Redevelopment Plan, including all payments, subventions and reimbursements (if any) to the Successor Agency specifically attributable to ad valorem taxes lost by reason of tax exemptions and tax rate limitations (but excluding payments to the Successor Agency with respect to personal property within the Project Area pursuant to Section 16110 *et seq.* as of the California Government Code); and including that portion of such taxes (if any) otherwise required by Section 33334.2 of the Law to be deposited in the Low and Moderate Income Housing Fund, but only to the extent necessary to repay that portion of the proceeds of the Bonds and any Parity Debt (including applicable reserves and financing costs) used to finance or refinance the increasing or improving of the supply of low and moderate income housing within or of benefit to the Project Area, but excluding all other amounts of such taxes required to be deposited into the Low and Moderate Income Housing Fund and excluding investment earnings. Pursuant to the Dissolution Act, a portion of such taxes are no longer required to be deposited into the Low and Moderate Income Housing Fund pursuant to Sections 33334.2, 33334.3 and 33334.6 of the Law (the "Prior Housing Deposit"), and, accordingly, such taxes shall exclude only the amount of the Prior Housing Deposit required to pay the Pro Rata Share of Housing Debt Service. Tax Revenues shall not include amounts payable by the Successor Agency under agreements entered into pursuant to Section 33401 of the Law, and amounts payable by the Successor Agency pursuant to Sections 33607.5 and 33607.7 of the Law (except and to the extent that any amounts so payable are payable on a basis subordinate to the payment of the Bonds, including any Parity Debt).

"Term Bonds" means, collectively, (a) the 2016 Series B Term Bonds, and (b) any maturity of Parity Debt which is subject to mandatory Sinking Account redemption pursuant to the Supplemental Indenture authorizing the issuance thereof.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee hereunder, or any successor thereto appointed as Trustee hereunder in accordance with the provisions of Article VI.

"2006 Bonds" means the Former Agency's \$68,740,000 aggregate principal amount of Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2006 Tax Allocation Bonds, Series B.

"2006 Bonds Refunding Instructions" means those Irrevocable Refunding Instructions dated the date of issuance and delivery of the 2016 Series B Bonds relating to the defeasance and refunding of the 2006 Bonds, executed by the Successor Agency and delivered to The Bank of New York Mellon Trust Company, N.A., as trustee of the 2006 Bonds.

"2006 Indenture" means the Indenture of Trust dated as of October 1, 2006, between the Former Agency and The Bank of New York Mellon Trust Company, N.A., as trustee, formerly known as The Bank of New York Trust Company, N.A., as amended, supplemented or modified from time to time pursuant to an indenture, agreement or other instrument entered in to pursuant to the provisions thereof.

"2007 Bonds" means the Former Agency's \$89,990,000 aggregate principal amount of Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2007 Tax Allocation Refunding Bonds, Series B.

"2007 Indenture" means the Indenture of Trust dated as of April 1, 2007, between the Former Agency and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended, supplemented or modified from time to time pursuant to an indenture, agreement or other instrument entered in to pursuant to the provisions thereof.

"2011 Bonds" means, collectively, the 2011 Series B Bonds and the 2011 Series B-T Bonds.

"2011 Indenture" means the Indenture of Trust dated as of March 1, 2011, between the Former Agency and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended, supplemented or modified from time to time pursuant to an indenture, agreement or other instrument entered in to pursuant to the provisions thereof.

"2011 Series B Bonds" means the Former Agency's \$23,133,000.50 aggregate principal amount of Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2011 Tax Allocation Bonds, Series B.

"2011 Series B-T Bonds" means the Former Agency's \$11,525,000 aggregate principal amount of Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2011 Taxable Tax Allocation Bonds, Series B-T.

"2016 Series B Subaccount of the Reserve Account" means the subaccount by that name established and held by the Trustee pursuant to Section 4.03(d) hereof.

"2016 Series B Term Bonds" means the 2016 Series B Bonds maturing on October 1, 20__.

Section 1.03. Rules of Construction. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

AUTHORIZATION AND TERMS OF 2016 SERIES B BONDS

Section 2.01. Authorization and Purpose of 2016 Series B Bonds. The 2016 Series B Bonds in the aggregate principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$_____) are hereby authorized to be issued by the Successor Agency under the Refunding Law, the Dissolution Act and the Redevelopment Law for the purpose of providing funds to refund the 2006 Bonds. The 2016 Series B Bonds shall be authorized and issued under, and shall be subject to the terms of, this Indenture, the Refunding Law, the Dissolution Act and the Redevelopment Law. The 2016 Series B Bonds shall be designated the "Successor Agency to the Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2016 Tax Allocation Refunding Bonds, Series B."

Section 2.02. Terms of the 2016 Series B Bonds. The 2016 Series B Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no 2016 Series B Bond shall have more than one maturity date. The 2016 Series B Bonds shall be dated the Closing Date, shall mature on October 1 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360 day year comprised of twelve 30-day months) at the rates, as follows:

2016 Series B Bonds

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
--	-----------------------------------	--------------------------------

Interest on the 2016 Series B Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owner at the address of such Owner as it appears on the Registration Books as of the preceding Record Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any Owner of 2016 Series B Bonds in the aggregate amount of \$1,000,000 or more who shall furnish written instructions to the Trustee before the applicable Record Date. Any such written instructions shall remain in effect until rescinded in writing by the Owner. Principal of and premium (if any) on any 2016 Series B Bond shall be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Office of the Trustee and shall be payable in lawful money of the United States of America.

Each 2016 Series B Bond shall be dated as of the Closing Date and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) unless it is authenticated on or before September 15, 2016, in which event it shall bear interest from the Closing Date; *provided, however*, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 2.03. Redemption of 2016 Series B Bonds.

(a) Optional Redemption. The 2016 Series B Bonds maturing on or before October 1, 20___, are not subject to optional redemption prior to maturity. The 2016 Series B Bonds maturing on and after October 1, 20___, are subject to redemption, at the option of the Successor Agency on any date on or after October 1, 20___, as a whole or in part, by such maturities as shall be determined by the Successor Agency, and by lot within a maturity, from any available source of funds, at a redemption price equal to the principal amount of the 2016 Series B Bonds to be redeemed), together with accrued interest thereon to the date fixed for redemption, without premium.

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem 2016 Series B Bonds under this Section 2.03(a) at least forty-five (45) days prior to the date to be fixed for redemption or such later date as shall be permitted by the Trustee and the Successor Agency shall deposit or cause to be deposited all amounts required for any redemption pursuant to this Section 2.03(a) at least one Business Day prior to the date fixed for such redemption.

(b) Mandatory Sinking Account Redemption of 2016 Series B Bonds. The 2016 Series B Bonds maturing on October 1, 20___, shall also be subject to redemption in whole, or in part by lot, on October 1 in each of the years as set forth in the following table, from Sinking Account payments made by the Successor Agency pursuant to Section 4.03(c), at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased pursuant to the succeeding paragraph of this subsection (b), in the aggregate respective principal amounts and on the respective dates as set forth in the following table; *provided, however*, that if some but not all of such 2016 Series B Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future Sinking Account payments pursuant to this subsection (b) with respect to such 2016 Series B Bonds shall be reduced by the aggregate principal amount of such 2016 Series B Bonds so redeemed, to be allocated among such Sinking Account payments on a pro rata basis in integral multiples of \$5,000 as determined by the Successor Agency (written notice of which determination shall be given by the Successor Agency to the Trustee).

2016 Series B Term Bonds Maturing October 1, 20___

Sinking Account Redemption Date <u>(October 1)</u>	Principal Amount <u>To Be Redeemed</u>
--	---

In lieu of redemption of the 2016 Series B Bonds pursuant to the preceding paragraph, amounts on deposit in the Special Fund (to the extent not required to be transferred by the Trustee pursuant to Section 4.03 during the current Bond Year) may also be used and withdrawn at the direction of the Successor Agency at any time for the purchase of such 2016 Series B Bonds at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Successor Agency may in its discretion determine. The par amount of any of such 2016 Series B Bonds so purchased by the Successor Agency in any twelve-month period ending on August 1 in any year shall be credited

towards and shall reduce the par amount of such 2016 Series B Bonds required to be redeemed pursuant to this subsection (b) on the next succeeding October 1.

(c) Notice of Redemption, Rescission. The Trustee on behalf and at the expense of the Successor Agency shall mail (by first class mail, postage prepaid) notice of any redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, to (i) the Owners of any 2016 Series B Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to one or more Information Services designated in a Request of the Successor Agency delivered to the Trustee (by any means acceptable to such depositories and services in substitution of first class mail); *provided, however,* that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2016 Series B Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall, if applicable, designate the CUSIP number of the 2016 Series B Bonds to be redeemed, shall state the individual number of each 2016 Series B Bond to be redeemed or state that all 2016 Series B Bonds between two stated numbers (both inclusive) or shall state that all of the 2016 Series B Bonds Outstanding of one or more maturities are to be redeemed, and shall require that such 2016 Series B Bonds be then surrendered at the Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on the 2016 Series B Bonds to be redeemed will not accrue from and after the date fixed for redemption.

The Successor Agency shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any such notice of optional redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2016 Series B Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Upon the payment of the redemption price of 2016 Series B Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the 2016 Series B Bonds being redeemed with the proceeds of such check or other transfer.

(d) Partial Redemption of 2016 Series B Bonds. In the event only a portion of any 2016 Series B Bond is called for redemption, then upon surrender thereof the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new 2016 Series B Bond or 2016 Series B Bonds of the same interest rate and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2016 Series B Bond or 2016 Series B Bonds to be redeemed.

(e) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the 2016 Series B Bonds so called for redemption shall have been duly deposited with the Trustee, such 2016 Series B Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the

redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(f) Manner of Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the 2016 Series B Bonds of a maturity, the Trustee shall select the 2016 Series B Bonds of such maturity to be redeemed by lot in any manner which the Trustee in its sole discretion shall deem appropriate and fair. For purposes of such selection, all 2016 Series B Bonds shall be deemed to be comprised of separate \$5,000 denominations and such separate denominations shall be treated as separate 2016 Series B Bonds which may be separately redeemed.

Section 2.04. Form of 2016 Series B Bonds. The 2016 Series B Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.05. Execution, Authentication and Delivery of 2016 Series B Bonds. The 2016 Series B Bonds shall be executed on behalf of the Successor Agency by the signature of the County Executive Officer or the Deputy County Executive Officer of the County and the signature of the Secretary of the Successor Agency who are in office on the date of execution and delivery of this Indenture or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any 2016 Series B Bond ceases to be such officer before the Closing Date, such signature shall nevertheless be as effective as if the officer had remained in office until the Closing Date. Any 2016 Series B Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such 2016 Series B Bond shall be the proper officers of the Successor Agency, duly authorized to execute debt instruments on behalf of the Successor Agency, although on the date of such 2016 Series B Bond any such person shall not have been such officer of the Successor Agency.

Only such of the 2016 Series B Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit A, manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that such 2016 Series B Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary 2016 Series B Bonds are issued pursuant to Section 2.09 hereof, the temporary 2016 Series B Bonds may bear thereon a Certificate of Authentication executed and dated by the Trustee, may be initially registered by the Trustee, and, until so exchanged as provided under Section 2.09 hereof, the temporary 2016 Series B Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive 2016 Series B Bonds authenticated and delivered hereunder.

Section 2.06. Transfer of 2016 Series B Bonds. Any 2016 Series B Bond may, in accordance with its terms, be transferred on the Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2016 Series B Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Trustee. Transfer of any 2016 Series B Bond shall not be permitted by the Trustee during the fifteen (15) day period preceding the selection of 2016 Series B Bonds for redemption or if such 2016 Series B Bond has been selected for redemption pursuant to Article IV. Whenever any 2016 Series B Bond or 2016 Series B Bonds shall be

surrendered for transfer, the Successor Agency shall execute and the Trustee shall authenticate and shall deliver a new 2016 Series B Bond or 2016 Series B Bonds for a like aggregate principal amount and of like maturity. The Trustee may require the 2016 Series B Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The cost of printing 2016 Series B Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Successor Agency.

Section 2.07. Exchange of 2016 Series B Bonds. Any 2016 Series B Bond may be exchanged at the Office of the Trustee for a like aggregate principal amount of 2016 Series B Bonds of other authorized denominations and of like maturity. Exchange of any 2016 Series B Bond shall not be permitted during the fifteen (15) day period preceding the selection of 2016 Series B Bonds for redemption or if such 2016 Series B Bond has been selected for redemption pursuant to Article IV. The Trustee may require the 2016 Series B Bond Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. The cost of printing 2016 Series B Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Successor Agency.

Section 2.08. Registration Books. The Trustee will keep or cause to be kept, at its Office, sufficient records for the registration and registration of transfer of the 2016 Series B Bonds, which shall at all times during normal business hours, and upon reasonable notice, be open to inspection by the Successor Agency; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, 2016 Series B Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The 2016 Series B Bonds may be initially issued in temporary form exchangeable for definitive 2016 Series B Bonds when ready for delivery. The temporary 2016 Series B Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Successor Agency, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary 2016 Series B Bond shall be executed by the Successor Agency upon the same conditions and in substantially the same manner as the definitive 2016 Series B Bonds. If the Successor Agency issues temporary 2016 Series B Bonds it will execute and furnish definitive 2016 Series B Bonds without delay, and thereupon the temporary 2016 Series B Bonds shall be surrendered, for cancellation, in exchange therefor at the Office of the Trustee, and the Trustee shall deliver in exchange for such temporary 2016 Series B Bonds an equal aggregate principal amount of definitive 2016 Series B Bonds of authorized denominations. Until so exchanged, the temporary 2016 Series B Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive 2016 Series B Bonds authenticated and delivered hereunder.

Section 2.10. 2016 Series B Bonds Mutilated, Lost, Destroyed or Stolen. If any 2016 Series B Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such 2016 Series B Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new 2016 Series B Bond of like tenor and series in exchange and substitution for the 2016 Series B Bond so mutilated, but only upon surrender to the Trustee of the 2016 Series B Bond so mutilated. Every mutilated 2016 Series B Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Successor Agency. If any 2016 Series B Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory and indemnity satisfactory to

the Trustee shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new 2016 Series B Bond of like tenor and series in lieu of and in substitution for the 2016 Series B Bond so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new 2016 Series B Bond issued under this Section and of the expenses which may be incurred by the Trustee in connection therewith. Any 2016 Series B Bond issued under the provisions of this Section in lieu of any 2016 Series B Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Successor Agency whether or not the 2016 Series B Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other 2016 Series B Bonds issued pursuant to this Indenture.

Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Bond for which principal has become due for a Bond which has been mutilated, lost, destroyed or stolen, the Trustee may make payment of such Bond in accordance with its terms upon receipt of indemnity satisfactory to the Trustee.

Section 2.11. Book Entry Form.

(a) Original Delivery to DTC. The 2016 Series B Bonds shall be initially delivered to DTC in the form of a separate single fully registered bond (which may be typewritten) for each maturity of the 2016 Series B Bonds. Upon initial delivery, the ownership of each such 2016 Series B Bond shall be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding 2016 Series B Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to 2016 Series B Bonds the ownership of which shall be registered in the name of the Nominee, the Successor Agency and the Trustee shall have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Successor Agency holds an interest in the 2016 Series B Bonds. Without limiting the generality of the immediately preceding sentence, the Successor Agency and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the 2016 Series B Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a 2016 Series B Bond Owner as shown in the Registration Books, of any notice with respect to the 2016 Series B Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the 2016 Series B Bonds to be redeemed in the event the Successor Agency elects to redeem the 2016 Series B Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a 2016 Series B Bond Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the 2016 Series B Bonds or (v) any consent given or other action taken by the Depository as Owner of the 2016 Series B Bonds. The Successor Agency and the Trustee may treat and consider the person in whose name each 2016 Series B Bond is registered as the absolute owner of such 2016 Series B Bond for the purpose of payment of principal of and premium, if any, and interest on such 2016 Series B Bond, for the purpose of giving notices of redemption and other matters with respect to such 2016 Series B Bond, for the purpose of registering transfers of ownership of such 2016 Series B Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and the interest and premium, if any, on the 2016 Series B Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the 2016

Series B Bonds to the extent of the sum or sums so paid. No person other than a 2016 Series B Bond Owner shall receive a 2016 Series B Bond evidencing the obligation of the Successor Agency to make payments of principal, interest and premium, if any, pursuant to this Indenture. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Successor Agency shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the 2016 Series B Bonds for the Depository's book-entry system, the Successor Agency shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the 2016 Series B Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Successor Agency or the Trustee any obligation whatsoever with respect to persons having interests in the 2016 Series B Bonds other than the 2016 Series B Bond Owners. Upon the written acceptance by the Trustee, the Trustee shall agree to take all action reasonably necessary for all representations of the Trustee in such letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of such letter, the Successor Agency may take any other actions, not inconsistent with this Indenture, to qualify the 2016 Series B Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that the Successor Agency determines to terminate the Depository as such, then the Successor Agency shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Successor Agency and the Trustee in the issuance of replacement 2016 Series B Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the 2016 Series B Bonds, and by surrendering the 2016 Series B Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement 2016 Series B Bonds are to be issued. The Depository, by accepting delivery of the 2016 Series B Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Successor Agency fails to identify another Securities Depository to replace the Depository, then the 2016 Series B Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging 2016 Series B Bonds shall designate, in accordance with the provisions hereof.

In the event the Successor Agency determines that it is in the best interests of the beneficial owners of the 2016 Series B Bonds that they be able to obtain certificated 2016 Series B Bonds, the Successor Agency may notify the Depository System Participants of the availability of such certificated 2016 Series B Bonds through the Depository. In such event, the Trustee will issue, transfer and exchange 2016 Series B Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the Successor Agency shall cooperate with the Depository in taking appropriate action (y) to make available one or more separate certificates evidencing the 2016 Series B Bonds to any Depository System Participant having 2016 Series B Bonds credited to its account with the Depository, or (z) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such 2016 Series B Bonds, all at the Successor Agency's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any 2016 Series B Bond is registered in the name of the Nominee, all

payments with respect to principal of and interest and premium, if any, on such 2016 Series B Bond and all notices with respect to such 2016 Series B Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS OF 2016 SERIES B BONDS ISSUANCE OF PARITY DEBT

Section 3.01. Issuance of 2016 Series B Bonds. Upon the execution and delivery of this Indenture, the Successor Agency shall execute and deliver 2016 Series B Bonds in the aggregate principal amount of \$_____ to the Trustee and the Trustee shall authenticate and deliver the 2016 Series B Bonds to the Original Purchaser upon receipt of a Request of the Successor Agency therefor.

Section 3.02. Deposit and Application of Proceeds. On the Closing Date, the net proceeds of the 2016 Series B Bonds received from the Original Purchaser in the amount of \$_____ (being the initial aggregate principal amount of the 2016 Series B Bonds in the amount of \$_____, (i) less the underwriter's discount of the Original Purchaser in the amount of \$_____, (ii) plus net original issue premium on the 2016 Series B Bonds in the amount of \$_____, (iii) less the premium of the Insurance Policy in the amount of \$_____ paid on the Closing Date by the Underwriter on behalf of the Successor Agency, and (iv) less the premium of the Reserve Insurance Policy in the amount of \$_____ paid on the Closing Date by the Underwriter on behalf of the Successor Agency).

The net proceeds of the 2016 Series B Bonds (being \$_____) shall be deposited in as follows:

(a) The Trustee shall deposit the amount of \$_____ in the Costs of Issuance Fund; and

(b) The Trustee shall deposit the amount of \$_____, being the remainder of the proceeds of the 2016 Series B Bonds, in the Refunding Fund.

The Trustee shall also credit the Reserve Insurance Policy to the 2016 Series B Subaccount of the Reserve Account.

Section 3.03. Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Costs of Issuance Fund", which shall be held by the Trustee in trust, and into which shall be deposited or credited the amounts provided for in Section 3.02(a). The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Request of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Request of the Successor Agency shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six (6) months following the Closing Date, or upon the earlier Request of the Successor Agency, all amounts (if any) remaining in the Costs of Issuance Fund shall be transferred by the Trustee for deposit in the Debt Service Fund.

Section 3.04. Refunding Fund. (a) There is hereby created the 2016 Series B Refunding Fund (the "Refunding Fund") held by the Trustee in trust for the benefit of the

Successor Agency. The moneys in the Refunding Fund shall be maintained separate and apart from other moneys of the Successor Agency.

(b) On the Closing Date with respect to the 2016 Series B Bonds, the Trustee shall transfer the \$_____ on deposit in the Refunding Fund to The Bank of New York Mellon Trust Company, N.A. as trustee of the 2006 Bonds, for deposit and application under and pursuant to the 2006 Bonds Refunding Instructions.

Upon making such transfers, the Trustee shall close the Refunding Fund.

Section 3.05. Issuance of Parity Debt. In addition to the 2016 Series B Bonds, the 2006 Bonds, the 2007 Bonds and the 2011 Bonds, the Successor Agency may issue or incur additional Parity Debt in such principal amount as shall be determined by the Successor Agency solely for the purpose of refunding the 2016 Series B Bonds or any Parity Debt. The Successor Agency may issue and deliver any Parity Debt subject to the following specific conditions which are hereby made conditions precedent to the issuance and delivery of such Parity Debt issued under this Section, provided that the conditions set forth in (a), (b) and (c) below need not be met if such refunding results in debt service savings in each Bond Year:

(a) No Event of Default shall have occurred and be continuing, and the Successor Agency shall otherwise be in compliance with all covenants set forth in this Indenture.

(b) The Tax Revenues for each succeeding Fiscal Year based on the most recent assessed valuation of property in the Project Area as evidenced in written documentation from an appropriate official of the County or a written report of an Independent Redevelopment Consultant plus any Additional Revenues shall be at least equal to one hundred twenty-five percent (125%) of Annual Debt Service on the 2016 Series B Bonds and Parity Debt which will be outstanding immediately following the issuance of such Parity Debt for each applicable succeeding Bond Year.

(c) The Successor Agency shall deliver to the Trustee a Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt set forth in subsections (a) and (b) above have been satisfied.

(d) The Successor Agency shall fund a reserve account relating to such Parity Debt in an amount equal to the Reserve Requirement.

In addition to the conditions set forth in this Section 3.05, the Successor Agency will comply with the requirements for the issuance of Parity Debt set forth in any applicable Parity Debt Instrument.

Section 3.06. Issuance of Subordinate Debt. The Successor Agency may issue or incur Subordinate Debt in such principal amount as shall be determined by the Successor Agency. The Successor Agency may issue or incur such Subordinate Debt subject to the following specific conditions precedent:

(a) The Successor Agency shall be in compliance with all covenants set forth in this Indenture and all Parity Debt Instruments;

(b) If, and to the extent, such Subordinate Debt is payable from Tax Revenues within the Plan Limitations on the amount of Tax Revenues, then all Outstanding Bonds, Parity Debt and Subordinate Debt coming due and payable following the issuance or incurrence of such Subordinate Debt shall not exceed the maximum amount of Tax Revenues permitted within the Plan Limitations.

(c) The Successor Agency shall deliver to the Trustee a Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Subordinate Debt set forth in this Section 3.06 have been satisfied.

Section 3.07. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Redevelopment Project or upon the performance by any person of its obligation with respect to the Redevelopment Project.

ARTICLE IV

SECURITY OF BONDS; FLOW OF FUNDS INVESTMENTS

Section 4.01. Pledge of Tax Revenues.

(a) The 2016 Series B Bonds, the 2006 Bonds, the 2007 Bonds and the 2011 Bonds and all other Parity Debt, shall be secured by a pledge of, security interest in and lien on all of the Tax Revenues and all of the moneys on deposit in the Special Fund. In addition, the 2016 Series B Bonds, the 2006 Bonds, the 2007 Bonds and the 2011 Bonds and any other Parity Debt, shall, subject to Section 8.02, be secured by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account, the Redemption Account and the Reserve Account. Such pledge, security interest in and lien shall be for the equal security of the Outstanding Bonds without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery.

(b) The 2016 Series B Bonds shall be also equally secured by the pledge and lien created with respect to the 2016 Series B Bonds by Section 34177.5(g) of the California Health and Safety Code on moneys deposited from time to time in the Redevelopment Property Tax Trust Fund, provided, however, that such pledge and lien shall only be with respect to the amounts on deposit in the Redevelopment Property Tax Trust Fund after amounts on deposit therein have been set aside and reserved, in the manner required in the applicable indentures or other relevant documents, to pay (i) debt service on the other bonds of the Former Agency and the Successor Agency, including bonds issued for the benefit of other project areas of the Former Agency and bonds secured by the amounts required, prior to the Dissolution Act, to be deposited in the former low and moderate income housing fund of the Former Agency and (ii) amounts due pursuant to tax sharing agreements, owner participation agreements, development agreements and other similar agreements that are senior to the payment of the debt service on the 2016 Series B Bonds and the bonds described in (i) above. For the avoidance of doubt, the 2016 Series B Bonds are secured by the pledge and lien created with respect to the 2016 Series B Bonds by Section 34177.5(g) of the California Health and Safety Code on moneys deposited from time to time in the Redevelopment Property Tax Trust Fund to the extent set forth in the foregoing sentence on a parity basis with all refunding bonds issued by the Successor Agency, unless otherwise specified in connection with the issuance of such refunding bonds. Except for the Tax Revenues and such moneys, no funds of the Successor Agency are pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the 2016 Series B Bonds.

(c) In consideration of the acceptance of the 2016 Series B Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Successor Agency, the Insurer and the Owners from time to time of the 2016 Series B Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency shall be for the equal and proportionate benefit, security and protection of all Owners of the 2016 Series B Bonds without preference, priority or distinction as to security or otherwise of any of the 2016 Series B Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 4.02. Special Fund; Deposit of Tax Revenues. There is hereby established a special fund known as the "2015 Jurupa Valley Redevelopment Project Area Special Fund," which is held by the Successor Agency within the Retirement Fund and which is herein referred to as the "Special Fund." The Successor Agency shall transfer all of the Tax Revenues received in any Bond Year ratably to the Parity Debt Special Funds and to the Special Fund promptly upon receipt thereof by the Successor Agency, until such time during such Bond Year as the amounts (i) on deposit in the Special Fund equal the aggregate amounts required to be transferred in such Bond Year into the Interest Account, the Principal Account, the Sinking Account, the Reserve Account and the Redemption Account in such Bond Year pursuant to Section 4.03 hereof, and (ii) on deposit in the Parity Debt Special Funds equal the aggregate amounts required to be transferred in such Bond Year pursuant to the applicable Parity Debt Instrument. If the amount of Tax Revenues available in any Bond Year shall be insufficient to deposit the full amount required to be deposited pursuant to subsections (i) and (ii), of this paragraph, then the Successor Agency shall transfer such Tax Revenues for deposit ratably based on the full amounts required to be so deposited.

All Tax Revenues received by the Successor Agency during any Bond Year in excess of (i) the amount required to be deposited as described in the preceding paragraph, and (ii) amounts due and payable to the Insurer not provided for in the preceding paragraph, shall be released from the pledge, security interest and lien under the Indenture for the security of the 2016 Series B Bonds and any additional Parity Debt and may be applied by the Successor Agency for any lawful purpose of the Successor Agency, including but not limited to the payment of Subordinate Debt, or the payment of any rebate amounts due and owing to the United States of America. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the 2016 Series B Bonds and the payment in full of all other amounts payable under this Indenture, and under any Parity Debt Instrument, the Successor Agency shall not have any beneficial right or interest in the moneys on deposit in the Debt Service Fund, except as may be provided in this Indenture and in any Parity Debt Instrument.

The Successor Agency acknowledges that, due to the passage of Dissolution Act, it will need to take certain actions to ensure that it collects sufficient Tax Revenues to make the deposits as and when required to be made into the Special Fund pursuant to this Section 4.02, and in order to insure the payment of debt service on the Bonds, including the 2016 Series B Bonds, on a timely basis. The Successor Agency covenants that it will take all such actions as required to make the deposits as and when required to be made into the Special Fund pursuant to this Section 4.02, and to make the timely payment of debt service on the Bonds. The Successor Agency further acknowledges that the provisions of the Dissolution Act require that it establish the Retirement Fund, into which all Tax Revenues are required to be deposited. The Successor Agency has heretofore established the Retirement Fund as required by Section 34170.5(a) of the California Health and Safety Code, and covenants that it shall continue to hold and maintain the Retirement Fund so long as any of the Bonds are Outstanding. The Successor Agency hereby agrees that it will hold the Special Fund and the Parity Debt Special Funds as accounts within Retirement Fund and will continue to deposit all Tax Revenues, as and when received, into such funds in order to ensure that all Tax Revenues are available for the payment of debt service on the Bonds on a timely basis including all amounts due to the Insurer.

Section 4.03. Debt Service Fund; Transfer of Amounts to Trustee. There is hereby established a special trust fund to be known as the "Debt Service Fund", which shall be held by the Trustee hereunder in trust. Moneys in the Special Fund shall be transferred by the Successor Agency to the Trustee and transferred by the Trustee in the following amounts, at the

following times, and into the following respective special accounts within the Debt Service Fund, which accounts are hereby established, or continued, as applicable, with the Trustee to pay debt service on the 2016 Series B Bonds and any Parity Debt not otherwise provided for in a Parity Debt Instrument, in the following order of priority:

(a) Interest Account. On or before the sixth (6th) Business Day preceding each date on which interest on the 2016 Series B Bonds becomes due and payable, the Successor Agency shall withdraw from the Special Fund and transfer to the Trustee for deposit in the Interest Account an amount which, when added to the amount then on deposit in the Interest Account, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding 2016 Series B Bonds on such date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the Interest Payment Date upon all of the Outstanding 2016 Series B Bonds. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the 2016 Series B Bonds as it shall become due and payable (including accrued interest on any 2016 Series B Bonds purchased or redeemed prior to maturity pursuant to this Indenture).

(b) Principal Account. On or before the sixth (6th) Business Day preceding each date on which principal of the 2016 Series B Bonds becomes due and payable at maturity, the Successor Agency shall withdraw from the Special Fund and transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then on deposit in the Principal Account, will be equal to the amount of principal coming due and payable on such date on the Outstanding 2016 Series B Bonds. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the 2016 Series B Bonds upon the maturity thereof.

(c) Sinking Account. On or before the sixth (6th) Business Day preceding each October 1 on which any Outstanding 2016 Series B Term Bonds become subject to mandatory redemption, or otherwise for purchases of 2016 Series B Term Bonds, the Successor Agency shall withdraw from the Special Fund and transfer to the Trustee for deposit in the Sinking Account an amount which, when added to the amount then contained in the Sinking Account, will be equal to the aggregate principal amount of the 2016 Series B Term Bonds required to be redeemed on such October 1. All moneys on deposit in the Sinking Account shall be used and withdrawn by the Trustee for the sole purpose of paying the principal of the 2016 Series B Term Bonds as it shall become due and payable upon redemption or purchase.

(d) Reserve Account. Amounts on deposit in the 2016 Series B Subaccount of the Reserve Account, which is hereby established and which is to be held by the Trustee, shall be available to pay debt service only on the 2016 Series B Bonds and any other Parity Debt hereafter issued that the Successor Agency elects to be secured by the 2016 Series B Subaccount of the Reserve Account. In the event that the Successor Agency elects to secure additional Parity Debt with the 2016 Series B Subaccount of the Reserve Account, the Successor Agency shall establish subaccounts within the Reserve Account as needed.

In the event that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Trustee shall promptly notify the Successor Agency of such fact. Promptly upon receipt of any such notice, the Successor Agency shall transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. If there shall then not be sufficient Tax Revenues on deposit in the Special Fund to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account, the Successor Agency shall be obligated to continue making transfers as Tax Revenues become available in the Special Fund until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. No such transfer and deposit need be made to the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement. All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and the Sinking Account in such order of priority, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the Successor Agency is not in default hereunder, any amount in the Reserve Account in excess of the Reserve Requirement shall be withdrawn from the Reserve Account semiannually on or before four (4) Business Days preceding each April 1 and October 1 by the Trustee and deposited in the Interest Account. All amounts in the Reserve Account on the Business Day preceding the final Interest Payment Date shall be withdrawn from the Reserve Account and shall be transferred either (i) to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made pursuant to this Section 4.03 or, (ii) if the Successor Agency shall have caused to be transferred to the Trustee an amount sufficient to make the deposits required by this Section 4.03, then, at the Request of the Successor Agency, such amount shall be transferred as directed by the Successor Agency.

The Successor Agency shall, with the prior written consent of the Insurer, have the right at any time to direct the Trustee to release funds from the Reserve Account, in whole or in part, by tendering to the Trustee: (i) a Qualified Reserve Account Credit Instrument, and (ii) an opinion of Bond Counsel stating that neither the release of such Funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on the 2016 Series B Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Trustee, and upon delivery by the Successor Agency to the Trustee of written calculation of the amount permitted to be released from the Reserve Account (upon which calculation the Trustee may conclusively rely), the Trustee shall transfer such funds from the Reserve Account to the Successor Agency to be applied in accordance with the Dissolution Act and the Redevelopment Law. The Trustee shall comply with all documentation relating to a Qualified Reserve Account Credit Instrument as shall reasonably be required to maintain such Qualified Reserve Account Credit Instrument in full force and effect and as shall reasonably be required to receive payments thereunder in the event and to the extent required to make any payment when and as required under this subsection (d). Upon the expiration of any Qualified Reserve Account Credit Instrument, the Successor Agency shall be obligated either (i) with the prior written consent of the Insurer, to replace such

Qualified Reserve Account Credit Instrument with a new Qualified Reserve Account Credit Instrument, or (ii) to deposit or cause to be deposited with the Trustee an amount of funds equal to the Reserve Requirement, to be derived from the first available Tax Revenues.

The Reserve Account may be maintained in the form of one or more separate sub-accounts which are established for the purpose of holding the proceeds of separate issues of the Bonds and any Parity Debt in conformity with applicable provisions of the Code to the extent directed by the Successor Agency in writing to the Trustee; provided, however, that in the event the Reserve Requirement with respect to the 2016 Series B Bonds and any other Parity Debt is calculated on a combined basis, the Trustee shall establish separate subaccounts for the proceeds of the 2016 Series B Bonds and all Parity Debt to enable the Trustee to track the investment of the proceeds of the 2016 Series B Bonds and all Parity Debt on an individual basis. Additionally, the Successor Agency may, in its discretion, combine amounts on deposit in the Reserve Account and on deposit in any reserve account relating to any (but not necessarily all) Parity Debt in order to maintain a combined reserve account for the Bonds and any (but not necessarily all) Parity Debt. The calculation of the Reserve Requirement for the 2016 Series B Bonds has been made, and shall hereafter be made, without regard to any Parity Debt so long as the Reserve Insurance Policy is in full force and effect.

The Reserve Requirement with respect to the 2016 Series B Bonds shall be satisfied by the delivery of the Reserve Insurance Policy to the Trustee. The Trustee shall credit the Reserve Insurance Policy to the 2016 Series B Subaccount of the Reserve Account. Under the terms and conditions of the Reserve Insurance Policy and after all funds on deposit in the Reserve Account are used and withdrawn by the Trustee in accordance with this Section 4.03(d), the Trustee shall deliver to the Insurer a demand for payment under the Reserve Insurance Policy in the required form at least five (5) Business Days before the date on which funds are required for the purposes set forth in Section 4.03(a) or (b). The Trustee shall comply with all of the terms and provisions of the Reserve Insurance Policy for the purpose of assuring that funds are available thereunder when required for the purposes of the Reserve Account, within the limits of the coverage amount provided by the Reserve Insurance Policy. All amounts drawn by the Trustee under the Reserve Insurance Policy will be deposited into the 2016 Series B Subaccount of the Reserve Account and applied for the purposes thereof. Notwithstanding anything contained herein to the contrary, so long as the Reserve Insurance Policy is in effect with respect to the 2016 Series B Bonds, amounts on deposit in the 2016 Series B Subaccount of the Reserve Account shall be used solely to pay debt service on the 2016 Series B Bonds.

(e) Redemption Account. On or before the Business Day preceding any date on which 2016 Series B Bonds are subject to redemption, other than mandatory Sinking Account redemption of 2016 Series B Term Bonds, the Successor Agency shall transfer to the Redemption Account the amounts required to pay the principal of and premium, if any, on the 2016 Series B Bonds to be so redeemed on such redemption date to the Trustee. The Trustee shall also deposit in the Redemption Account any other amounts received by it from the Successor Agency designated by the Successor Agency in writing to be

deposited in the Redemption Account. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and premium, if any, on the 2016 Series B Bonds upon the redemption thereof, on the date set for such redemption, other than mandatory Sinking Account redemption of 2016 Series B Term Bonds. Notwithstanding the foregoing, at any time prior to giving notice of redemption of any such 2016 Series B Bonds, the Trustee may, at the direction of the Successor Agency, apply amounts deposited or otherwise to be deposited in the Redemption Account to the purchase of 2016 Series B Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest on 2016 Series B Bonds, which is payable from the Interest Account) as shall be directed by the Successor Agency.

(f) Equal Rights. It is the intention of the Successor Agency that the 2016 Series B Bonds and Parity Debt shall be secured by and payable from all moneys deposited in the Retirement Fund on an equal basis. To the extent that moneys deposited in the Retirement Fund are insufficient to pay debt service on the 2016 Series B Bonds and Parity Debt as it becomes due, the 2016 Series B Bonds and Parity Debt shall be payable on a pro-rata basis from all available moneys deposited in the Retirement Fund.

Section 4.04. Claims Upon the Insurance Policy. As long as the Insurance Policy shall be in full force and effect or any amounts are owed to the Insurer in connection therewith, and notwithstanding anything to the contrary set forth elsewhere in this Indenture, the Successor Agency and the Trustee shall comply with the following provisions: [to come]

Section 4.05. Provisions Relating to Reserve Insurance Policy. So long as the Reserve Insurance Policy remains in force and effect or any amounts are owed in connection therewith, the following provisions of this Section 4.05 shall govern, notwithstanding anything to the contrary contained in this Indenture: [to come]

Section 4.06. Rights of the Insurer. For so long as the 2016 Series B Bonds are Outstanding, notwithstanding anything to the contrary set forth in this Indenture, the Successor Agency agrees as follows: [to come]

ARTICLE V

OTHER COVENANTS OF THE SUCCESSOR AGENCY

Section 5.01. Punctual Payment. The Successor Agency shall punctually pay or cause to be paid the principal, premium (if any) and interest to become due in respect of all the Bonds in strict conformity with the terms of the Bonds and of this Indenture. The Successor Agency shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures. Nothing herein contained shall prevent the Successor Agency from making advances of its own moneys howsoever derived to any of the uses or purposes referred to herein.

Section 5.02. Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision hereof, failure of the Successor Agency to comply with such Continuing Disclosure Certificate shall not constitute an Event of Default hereunder; *provided, however,* that any Participating Underwriter (as such term is defined in such Continuing Disclosure Certificate) or any Owner or beneficial owner of the 2016 Series B Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section 5.02.

Section 5.03. Limitation on Additional Indebtedness. The Successor Agency hereby covenants that so long as any of the Bonds remain Outstanding, the Successor Agency shall not issue any bonds, notes or other obligations that are otherwise secured on a basis which is senior to the pledge and lien which secures the Bonds. The Successor Agency hereby covenants that it shall not issue any bonds, notes or other obligations, enter into any agreement or otherwise incur any indebtedness, which is in any case payable from all or any part of the Tax Revenues, excepting only the 2016 Series B Bonds, Parity Debt and any Subordinate Debt.

Section 5.04. Extension of Payment of Bonds. The Successor Agency shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Outstanding Bonds and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Successor Agency to issue bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 5.05. Payment of Claims. The Successor Agency shall pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Successor Agency or upon the Tax Revenues or any part thereof, or upon any funds held by the Trustee pursuant hereto, or which might impair the security of the Bonds. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said claims.

Section 5.06. Books and Accounts; Financial Statements. The Successor Agency shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Successor Agency and the County, in which complete and correct entries shall be made of all transactions relating to the Redevelopment Project, the Tax Revenues and the Special Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

The Successor Agency will cause to be prepared and delivered to the Trustee annually and the Insurer, within one hundred and eighty (180) days after the close of each Fiscal Year so long as any of the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year showing the Tax Revenues, all disbursements from the Special Fund and the financial condition of the Redevelopment Project, including the balances in all funds and accounts relating to the Redevelopment Project, as of the end of such Fiscal Year. In accordance with Section 6.03(e), the Trustee shall not be responsible for reviewing such financial statements. The Successor Agency shall furnish a copy of such statements to any Owner upon reasonable request and at the expense of such Owner. In addition, the Successor Agency shall deliver the Successor Agency's annual budget to the Insurer upon the written request of the Insurer.

Section 5.07. Protection of Security and Rights of Owners. The Successor Agency will preserve and protect the security of the Bonds and the rights of the Owners. From and after the date of issuance of any Bonds, such Bonds shall be incontestable by the Successor Agency.

Section 5.08. Payments of Taxes and Other Charges. The Successor Agency will pay and discharge, or cause to be paid and discharged, all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Successor Agency or the properties then owned by the Successor Agency in the Project Area, when the same shall become due. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said taxes, assessments or charges. The Successor Agency will duly observe and conform with all valid requirements of any governmental authority relative to the Redevelopment Project or any part thereof.

Section 5.09. Disposition of Property. Except as otherwise required by the Dissolution Act, the Successor Agency will not participate in the disposition of any land or real property in the Project Area to anyone which will result in such property becoming exempt from taxation because of public ownership or use or otherwise (except property dedicated for public right-of-way and except property planned for public ownership or use by the Redevelopment Plan in effect on the date of this Indenture) so that such disposition shall, when taken together with other such dispositions, aggregate more than ten percent (10%) of the land area in the Project Area unless such disposition is permitted as hereinafter provided in this Section 5.09. If the Successor Agency proposes to participate in such a disposition, it shall thereupon appoint an Independent Fiscal Consultant to report on the effect of said proposed disposition. If the report of the Independent Fiscal Consultant concludes that the security of the Bonds or the rights of the Owners will not be materially adversely impaired by said proposed disposition, the Successor Agency may thereafter make such disposition. If such report concludes that such security will be materially adversely impaired by the proposed disposition, the Successor Agency shall not approve the proposed disposition.

Section 5.10. Maintenance of Tax Revenues. The Successor Agency shall comply with all requirements of the Redevelopment Law and the Dissolution Act to insure the allocation and payment to it of the Tax Revenues, including without limitation the timely filing of any necessary statements of indebtedness with appropriate officials of the County and (in the case of supplemental revenues and other amounts payable by the State) appropriate officials of the State of California. The Successor Agency shall not enter into any agreement with the County or any other governmental unit which would have the effect of reducing the amount of Tax Revenues available to the Successor Agency for payment of the Bonds. The Successor Agency shall not undertake proceedings for amendment of the Redevelopment Plan if such amendment shall result in payments to one or more taxing entities pursuant to Sections 33607.5 and 33607.7 of the Redevelopment Law or Section 34183(a)(1) of the California Health and Safety Code unless the Successor Agency shall first obtain a written opinion of an Independent Redevelopment Consultant that such payments will not adversely impair the Successor Agency's ability to pay the 2016 Series B Bonds and all Parity Debt. Nothing herein is intended or shall be construed in any way to prohibit or impose any limitations on the entering into by the Successor Agency of any such agreement, amendment or supplement which by its term is subordinate to the payment of the 2016 Series B Bonds and all Parity Debt.

Section 5.11. Tax Covenants Relating to the 2016 Series B Bonds.

(a) Private Activity Bond Limitation. The Successor Agency shall assure that the proceeds of the 2016 Series B Bonds are not so used as to cause the 2016 Series B Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) Federal Guarantee Prohibition. The Successor Agency shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2016 Series B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(c) No Arbitrage. The Successor Agency shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the 2016 Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the 2016 Series B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(d) Maintenance of Tax-Exemption. The Successor Agency shall take all actions necessary to assure the exclusion of interest on the 2016 Series B Bonds from the gross income of the Owners of the 2016 Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date. This covenant shall remain in full force and effect following defeasance of Bonds pursuant to Section 9.03.

(e) Rebate Requirement. The Successor Agency shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2016 Series B Bonds.

The Trustee shall have no duty to monitor the compliance by the Successor Agency with any of the covenants contained in this Section 5.11.

Section 5.12. Plan Limitations; Annual Review of Tax Revenues. The Successor Agency shall manage its fiscal affairs in a manner which ensures that it will have sufficient Tax Revenues available under the Plan Limitations in the amounts and at the times required to enable the Successor Agency to pay the principal of and interest and premium (if any) on the 2006 Bonds, the 2007 Bonds, the 2011 Bonds, the 2016 Series B Bonds and any other Parity Debt when due.

Additionally, the Successor Agency hereby covenants that, to the extent the Plan Limitations are at any time in effect, it will annually review, no later than December 1 of each year, the total amount of tax increment revenue remaining available to be received by the Successor Agency under the Plan Limitations, as well as future cumulative Annual Debt Service, payments on any obligations of the Successor Agency payable from tax increment revenues that are senior to the 2016 Series B Bonds, and payments on obligations that are subordinate to the 2016 Series B Bonds. If, based on such review, the allocation of tax increment revenues to the Successor Agency in any of the next three succeeding Fiscal Years will (a) cause an amount equal to ninety-five (95%) of the amount remaining under the Plan Limitations to fall below the sum of (i) remaining cumulative Annual Debt Service, (ii) payments on obligations of the Successor Agency payable from tax increment revenues that are senior to the 2016 Series B Bonds, and (iii) payments on obligations that are subordinate to the 2016 Series B Bonds or (b) cause the tax increment cap in a sub-area of the Project Area to meet its cap, the Successor Agency shall adopt a plan approved by an Independent Redevelopment Consultant that demonstrates the Successor Agency's continuing ability to pay debt service on the 2016 Series B Bonds and Parity Debt. Such plan may include, among other actions, defeasing or redeeming the 2016 Series B Bonds or Parity Debt or reducing the amount of tax increment being claimed from one or more sub areas within the Project Area. In the event that the Successor Agency determines to defease or redeem 2016 Series B Bonds or Parity Debt, such defeasance shall be accomplished as provided in Section 9.03 hereof. Further, in the event the Successor Agency elects to defease or redeem 2016 Series B Bonds or Parity Debt, the Successor Agency shall first notify Moody's and S&P, and such defeasance or redemption shall occur only if the Successor Agency receives confirmation from Moody's and S&P that such defeasance or redemption will not, in and of itself, cause Moody's or S&P to lower the underlying rating then in effect with respect to the 2016 Series B Bonds and Parity Debt. The Successor Agency shall provide a copy of such plan to the Insurer, Moody's and S&P.

The Trustee shall not be responsible for monitoring or enforcing the requirements of this Section 5.12.

Section 5.13. Compliance with the Law; Recognized Obligation Payment Schedules. The Successor Agency shall comply with all of the requirements of the Redevelopment Law and the Dissolution Act. Without limiting the generality of the foregoing, the Successor Agency covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by the Successor Agency with its covenants hereunder. Further, it will take all actions required under the Dissolution Act to include scheduled debt service on the 2016 Series B Bonds and any Parity Debt, all amounts required to be deposited in the Special Fund pursuant to and in accordance with Section 4.02 of this Indenture, as well as any amount required to replenish the Reserve Account established under this Indenture, and all [Insurer Reimbursement Amounts], Policy Costs and any other amounts due the Insurer, as more fully described in this Indenture, in Recognized Obligation Payment Schedules so as to enable the Riverside County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund on each January 2 and June 1 all amounts

required to be deposited in the Special Fund and in the Parity Debt Special Funds (pursuant to and accordance with Section 4.02 this Indenture), which amounts will be used to pay debt service on the Bonds, including the 2016 Series B Bonds and to pay all [Insurer Reimbursement Amounts, Policy Costs] and all other amounts due the Insurer. These actions will include, without limitation, placing on the periodic Recognized Obligation Payment Schedule for approval by the Oversight Board and DOF the amounts to be held by the Successor Agency in the Special Fund, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the California Health and Safety Code, that are necessary to comply with this Indenture.

The Successor Agency also covenants to calculate the amount of Tax Revenues received during each six-month period, as described above, to ensure that Tax Revenues are properly credited to and deposited in the Retirement Fund and the Special Fund, as required by Section 4.02 of this Indenture.

In the event the provisions set forth in the Dissolution Act as of the Closing Date that relate to the filing of Recognized Obligation Payment Schedules are amended or modified in any manner, the Successor Agency agrees to take all such actions as are necessary to comply with such amended or modified provisions so as to ensure the timely payment of debt service on the 2016 Series B Bonds and any Parity Debt and amounts due to any Insurer under an insurance or surety bond agreement.

Section 5.14. Further Assurances. The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners and the Insurer the rights and benefits provided in this Indenture.

ARTICLE VI

THE TRUSTEE

Section 6.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or duties shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use in the conduct of such person's own affairs.

(b) The Successor Agency may, with the prior written consent of the Insurer, remove the Trustee at any time, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by the Insurer or an instrument or concurrent instruments in writing signed by the Owners of not less than a majority of the principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) and with the prior written consent of the Insurer or (ii) if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of thirty (30) days' written notice of such removal by the Successor Agency to the Trustee, whereupon the Successor Agency shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Successor Agency, and by giving the Owners notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing. So long as any 2016 Series B Bonds remain Outstanding, any Trustee hereunder shall be acceptable to the Insurer.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days following giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless, upon the receipt by the predecessor Trustee of the Request of the Successor Agency or the request of the successor Trustee, such

predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Successor Agency shall mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to S&P and Moody's, and to the Owners at the addresses shown on the Registration Books. If the Successor Agency fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Successor Agency.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall (i) be a company or bank having trust powers, (ii), shall have an office in the State of California or such other state as shall be acceptable to the Successor Agency, (iii) have (or be part of a bank holding company system whose bank holding company has) a combined capital and surplus of at least Seventy Five Million Dollars (\$75,000,000), and (iv) be subject to supervision or examination by federal or state authority. If such bank or company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall promptly resign in the manner and with the effect specified in subsection (c) of this Section.

Section 6.02. Merger or Consolidation. Any bank or company into which the Trustee may be merged or converted or with which either of them may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or company shall be eligible under subsection (e) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Liability of Trustee.

(a) The recitals of facts herein and in the 2016 Series B Bonds contained shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of any offering memorandum, this Indenture or of the 2016 Series B Bonds nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the 2016 Series B Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee may become the Owner of any 2016 Series B Bonds with the same rights it would have if it were not

Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority of the principal amount of the 2016 Series B Bonds then Outstanding. The Trustee, either as principal or agent, may engage in or be entrusted in any financial or other transaction with the Successor Agency.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Successor Agency, accompanied by an opinion of Bond counsel, or in accordance with direction of the Owners of not less than a majority of the principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer of the Trustee shall have actual knowledge thereof, or the Trustee shall have received written notice thereof at its Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default hereunder or thereunder. The Trustee shall not be responsible for the Successor Agency's payment of principal and interest on the Bonds, the observance or performance by the Successor Agency of any other covenants, conditions or terms contained herein, or the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee shall not be responsible for reviewing the contents of any financial statements furnished to the Trustee pursuant to Section 5.06 and may rely conclusively on the Certificate of the Successor Agency accompanying such financial statements to establish the Successor Agency's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Tax Revenues into the Special Fund and the investment and application of moneys on deposit in the Special Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

(f) No provision in this Indenture shall require the Trustee to risk, expend, or advance its own funds or otherwise incur any financial liability hereunder. However, if the Trustee elects to advance funds, it shall be entitled to receive interest on any moneys advanced by it hereunder, at the maximum rate permitted by law.

(g) The Trustee may establish additional accounts or subaccounts of the funds established hereunder as the Trustee deems necessary or prudent in furtherance of its duties under this Indenture.

(h) The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(i) Before taking any action under Article VIII or this Article at the request of the Owners or Insurer, the Trustee may require that a satisfactory indemnity bond be furnished by the Owners or Insurer for the reimbursement of all expenses to which it may put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(j) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(k) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Successor Agency shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Successor Agency whenever a person is to be added or deleted from the listing. If the Successor Agency elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Successor Agency understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Successor Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Successor Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Successor Agency. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Successor Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more

secure methods of transmitting Instructions than the method(s) selected by the Successor Agency; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(l) The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Section 6.04. Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, requisition, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, Bond Counsel or other counsel of or to the Successor Agency, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may (but shall have no duty to), in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or Report of any Independent Accountant or Independent Fiscal Consultant appointed by the Successor Agency.

Section 6.05. Preservation and Inspection of Documents. All required documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during normal business hours, and upon reasonable prior written notice, to the inspection of the Successor Agency and any Owner, and their agents and representatives duly authorized in writing.

Section 6.06. Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time compensation for all services rendered under this Indenture and also all expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including any allocated costs of internal counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture. The Trustee shall have a first lien on the Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including compensation to its experts, attorneys and counsel incurred in declaring such Event of Default and in exercising the rights and remedies set forth in Article VIII.

The Successor Agency further covenants and agrees to indemnify and save the Trustee and its officers, directors, agents affiliates and employees, harmless against any loss, expense,

including legal fees and expenses, and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability and of enforcing any remedies hereunder and under any related documents, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents affiliates or employees. The obligations of the Successor Agency under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Section 6.07. Deposit and Investment of Moneys in Funds. Moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account, the 2016 Series B Subaccount of the Reserve Account, the Redemption Account and the Costs of Issuance Fund shall be invested by the Trustee in Permitted Investments as directed by the Successor Agency in the Request of the Successor Agency filed with the Trustee at least two (2) Business Days in advance of the making of such investments, except that moneys in the 2016 Series B Subaccount of the Reserve Account shall not be invested in Permitted Investments having a maturity of more than five (5) years, unless any such Permitted Investment is described in clause (g) of the definition thereof. In the absence of any such Request of the Successor Agency, the Trustee shall invest any such moneys in Permitted Investments described in clause (d) of the definition thereof, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder, provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Request of the Successor Agency specifying a specific money market fund and, if no such Request of the Successor Agency is so received, the Trustee shall hold such moneys uninvested. Moneys in the Special Fund may be invested only in Permitted Investments which are also obligations in which the Successor Agency is authorized to invest its own funds (and earnings on such moneys shall be retained in such Fund).

The Trustee shall be entitled to rely conclusively upon the written instructions of the Successor Agency directing investments in Permitted Investments as to the fact that each such investment is permitted by the laws of the State, and shall not be required to make further investigation with respect thereto. With respect to any restrictions set forth in the list of Permitted Investments which embody legal conclusions (e.g., the existence, validity and perfection of security interests in collateral), the Trustee shall be entitled to rely conclusively on an opinion of counsel or upon a representation of the provider of such Permitted Investment obtained at the Successor Agency's expense. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. Whenever in this Indenture any moneys are required to be transferred by the Successor Agency to the Trustee, such transfer may be accomplished by transferring a like amount of Permitted Investments.

All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder (other than the Reserve Account) shall be deposited in the Interest Account; *provided, however*, that all interest or gain from the investment of amounts in the Reserve Account shall be deposited by the Trustee in the Interest Account only to the extent not required to cause the balance in the Reserve Account to equal the Reserve Requirement. No Permitted Investment of moneys in the Reserve Account shall have a maturity in excess of five (5) years following the date of its acquisition, except that such restriction shall not apply to any investment agreement approved by the Insurer. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder upon receipt by the Trustee of the Request of the Successor Agency. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges

therefor. The Trustee shall incur no liability for losses arising from any investments made at the direction of the Successor Agency or otherwise made in accordance with this Section.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; provided that the Trustee shall furnish the Successor Agency, as soon as practicable after the receipt thereof, all statements received by the Trustee with respect to any investment agreement, guaranteed investment contract or similar instrument.

All moneys held by the Trustee shall be held in trust, but need not be segregated from other funds unless specifically required by this Indenture. Except as specifically provided in this Indenture, the Trustee shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the Successor Agency for earnings derived from funds that have been invested.

The Successor Agency covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the 2016 Series B Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value.

Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Account shall be valued by the Successor Agency at their present value (within the meaning of section 148 of the Code).

Section 6.08. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds and all funds and accounts established and held by the Trustee pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency and the Insurer at reasonable hours, during regular business hours, with reasonable prior notice and under reasonable circumstances. The Trustee shall furnish to the Successor Agency, at least monthly, an accounting (which may be in the form of its customary statements) of all transactions relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture.

Section 6.09. Appointment of Co-Trustee or Agent. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional

individual or institution as a separate co-Trustee. The following provisions of this Section 6.08 are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-Trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-Trustee but only to the extent necessary to enable such separate or co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-Trustee shall run to and be enforceable by either of them, provided that in the event of any conflict, the co-Trustee shall defer to the Trustee.

Should any instrument in writing from the Successor Agency be required by the separate Trustee or co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Successor Agency. In case any separate Trustee or co-Trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate Trustee or co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate Trustee or co-Trustee.

The Trustee may perform any of its obligations or duties hereunder and under any related documents through agents or attorneys and shall not be responsible for the acts of any such agents or attorneys appointed by it with due care.

Section 6.10. No Liability for Agency Performance. The Trustee shall have no liability or obligation to the Bond Owners with respect to the payment of debt service by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants, and terms contained in this Indenture, or with respect to the investment of any moneys in any fund or account established, held, or maintained by the Successor Agency pursuant to this Indenture.

Section 6.11. Other Transactions with Successor Agency. The Trustee, either as principal or agent, may engage in or be interested in any financial or other transaction with the Successor Agency.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01. Authorized Amendments. This Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, with the consent of the Insurer (except no consent is required with respect to subsection (c) below), but without the consent of any Owners, to the extent permitted by law and only for any one or more of the following purposes-

(a) to add to the covenants and agreements of the Successor Agency contained in this Indenture, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the Successor Agency provided such addition, limit, or surrender shall not materially adversely effect the interest of the Owners as determined by the Successor Agency and certified to the Trustee; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Successor Agency may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners or the interests of the Insurer; or

(c) to provide for the issuance of Parity Debt pursuant to Section 3.05, and to provide the terms and conditions under which such Parity Debt may be issued, including but not limited to the establishment of special funds and accounts relating thereto and any other provisions relating solely thereto, subject to and in accordance with the provisions of Section 3.05; or

(d) to amend any provision hereof to assure the exclusion from gross income of interest on the Bonds for federal income tax purposes, in the opinion of Bond Counsel filed with the Successor Agency and the Trustee; or

(e) to comply with the requirements of the provider of a Qualified Reserve Account Credit Instrument.

Except as set forth in the preceding paragraph, this Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding when the written consent of the Insurer and the written consents of the Owners of a majority of the principal amount of the Bonds then Outstanding are delivered to the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premium (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Insurer and the Owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

Promptly following the adoption of any Supplemental Indenture pursuant to the written consent of the Insurer, the Successor Agency shall deliver a copy of the executed Supplemental Indenture to S&P.

Section 7.02. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the Successor Agency may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency the Owners of such Bonds shall present such Bonds for that purpose at the Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared and executed in exchange for any or all of the Bonds and in that case upon demand of the Successor Agency the Owners of the Bonds shall present such Bonds for exchange at the Office of the Trustee without cost to such Owners.

Section 7.04. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner, with the prior written consent of the Insurer, from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

Section 7.05. Trustee's Reliance. The Trustee may conclusively rely, and shall be protected in relying, upon an opinion of counsel stating that all requirements of this Indenture relating to the amendment or modification hereof have been satisfied and that such amendments or modifications do not materially adversely affect the interests of the Owners.

Section 7.06. Opinion of Counsel. Prior to executing any Supplemental Indenture, the Trustee shall be furnished an opinion of counsel, upon which it may conclusively rely to the effect that all conditions precedent to the execution of such Supplemental Indenture under this Indenture have been satisfied and such Supplemental Indenture is authorized and permitted under this Indenture and does not adversely affect the exclusion of interest on the 2016 Series B Bonds from gross income for federal income tax purposes or adversely affect the exemption of interest on the 2016 Series B Bonds from personal income taxation by the State.

Section 7.07. Effect on Owners. Notwithstanding any other provision of this Indenture, in determining whether the rights of the Owners will be adversely affected by any action taken pursuant to the terms and provisions of this Indenture, the Trustee shall consider the effect on Owners as if there were no Insurance Policy.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default and Acceleration of Maturities. Each of the following events shall constitute an Event of Default hereunder:

(a) Failure to pay any installment of the principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.

(b) Failure to pay any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Failure by the Successor Agency to observe and perform any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such failure shall have continued for a period of thirty (30) days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Successor Agency by the Trustee or the Insurer; *provided, however*, if in the reasonable opinion of the Successor Agency the failure stated in the notice can be corrected, but not within such thirty (30) day period, such failure shall not constitute an Event of Default if corrective action is instituted by the Successor Agency, with the prior written consent of the Insurer, within such thirty (30) day period and the Successor Agency shall thereafter diligently and in good faith cure such failure in a reasonable period of time.

(d) The Successor Agency shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

Subject in all respects to the provisions of Section 8.08, if an Event of Default has occurred and is continuing, the Trustee may (with the prior written consent of the Insurer), or if requested in writing by the Insurer or, the Owners of a majority of the principal amount of the Bonds then Outstanding (with the prior written consent of the Insurer) the Trustee shall, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) upon receipt of indemnity satisfactory to it from any liability or expense, including payment of the fees and expenses of its counsel and agents, exercise any other remedies available to the Trustee and the Owners in law or at equity. The Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers for the Tax Revenues, if appropriate, and for the revenues, income, product, and profits thereon, if any, *ex parte*, and without notice, and the Successor Agency consents to the appointment of such receiver upon the occurrence of an Event of Default. If any receivership, bankruptcy, insolvency, or reorganization or other judicial proceedings affecting the Successor Agency is filed, the Trustee shall be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Trustee and Owners allowed in such proceedings for the entire amount due and payable under this Indenture at the time of the institution of such proceedings, and also for any additional amount which may become due and payable after such date, without prejudice to the right of any Owner to file a claim on his own behalf. The Trustee shall not be obligated to take

any such action unless offered compensation, indemnity for its potential liability, and reimbursement for its legal fees and expenses in accordance with this Section.

Promptly upon becoming aware of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency and the Insurer in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of Default described in clauses (a) or (b) above the Trustee shall, and with respect to any Event of Default described in clause (c) above the Trustee in its sole discretion may, also give such notice to the Owners in the same manner as provided herein for notices of redemption of the Bonds, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Successor Agency shall deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest (to the extent permitted by law) at the weighted average interest rate then borne by the Outstanding Bonds, and the fees and expenses of the Trustee, including any fees and expenses of its attorneys, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, with the prior written consent of the Insurer, the Owners of a majority of the principal amount of the Bonds then Outstanding, by written notice to the Successor Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. All of the Tax Revenues and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any fees, costs and expenses incurred by the Trustee to protect the interests of the Owners of the Bonds; payment of the fees, costs and expenses of the Trustee (including fees and expenses of its counsel, including any allocated costs of internal counsel) incurred in and about the performance of its powers and duties under this Indenture and the payment of all fees, costs and expenses owing to the Trustee pursuant to Section 6.06, together with interest on all such amounts advanced by the Trustee at the maximum rate permitted by law; and

(b) To the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with interest on such overdue amounts at the respective rates of interest borne by the Outstanding Bonds, and in case such

moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such interest, principal and interest on overdue amounts without preference or priority among such interest, principal and interest on overdue amounts ratably to the aggregate of such interest, principal and interest on overdue amounts.

Section 8.03. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or the direction of the Insurer, or, with the prior written consent of the Insurer, upon the request of the Owners of a majority of the principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however*, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority of the principal amount of the Bonds then Outstanding opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation accompanied, if requested by the Trustee, by indemnity or confirmation of indemnity as described in Section 8.01.

Section 8.04. Limitation on Owners' Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority of the principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of and premium, if any, and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.05. Non-waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the Tax Revenues and other amounts pledged hereunder, the principal of and interest and redemption premium (if any) on the Bonds to the respective Owners when due and payable as herein provided, or affect or impair the right of

action, which is also absolute and unconditional, of the Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner or the Trustee to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Trustee, the Insurer and Owners by the Dissolution Act and the Redevelopment Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners, the Insurer and the Trustee.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Trustee, Successor Agency, or Owners, the Successor Agency, Trustee, and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.06. Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, subject to the provisions of Article VI.

Section 8.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Dissolution Act and the Redevelopment Law or any other law.

Section 8.08. Insurer Deemed Sole Owner. So long as the Insurer shall be in compliance with its payment obligations under the Insurance Policy, the Insurer shall be deemed to be the sole owner of the 2016 Series B Bonds for purposes of all provisions relating to an event of default with respect to the 2016 Series B Bonds, except with respect to the giving of notice of such an Event of Default. The Insurer shall be included as a party in interest and as a party entitled to (1) notify the Trustee of the occurrence of an Event of Default and (2) request the Trustee to intervene in judicial proceedings that affect the 2016 Series B Bonds or the security therefor. In addition, the provisions herein requiring the consent, approval or direction of the Insurer shall be applicable only so long as the 2016 Series B Bonds remain Outstanding and only at such time as the Insurer shall be in compliance with its payment obligations under the Insurance Policy. Anything in this Indenture to the contrary notwithstanding, upon the occurrence and continuation of an Event of Default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted under this Indenture to the Owners of the 2016 Series B Bonds, or to the Trustee for the benefit of the Owners of the 2016 Series B Bonds, including but not limited to rights and remedies which may be exercised pursuant to this Indenture following an event of default and including but not limited to the right to approve all waivers of any events of default.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee, the Insurer and the Owners, any right, remedy, claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee, the Insurer and the Owners.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Successor Agency or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Defeasance of Bonds. (a) If the Successor Agency shall pay and discharge the entire indebtedness on any Bonds in any one or more of the following ways:

(i) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing with the Trustee or another fiduciary, in trust, at or before maturity, an amount of cash which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, in the opinion or report of an Independent Accountant is fully sufficient to pay such Bonds, including all principal, interest and redemption premium, if any;

(iii) by irrevocably depositing with the Trustee or another fiduciary, in trust, non-callable Defeasance Obligations in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in any of the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premium, if any) at or before maturity; or

(iv) by purchasing such Bonds prior to maturity and tendering such Bonds to the Trustee for cancellation;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice, then, at the election of the Successor Agency, and notwithstanding that any such Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Successor Agency under this Indenture with respect to such Bonds shall cease and terminate, except only (A) the obligations of the Successor Agency under Section 5.11, (B) the obligation of the Trustee to transfer and exchange Bonds hereunder, (C) the obligation of the Successor Agency to pay or cause to be paid to the Owners of such Bonds, from the amounts so deposited

with the Trustee, all sums due thereon, and (D) the obligations of the Successor Agency to compensate and indemnify the Trustee pursuant to Section 6.06 and amounts due the Insurer. Notice of such election shall be filed with the Trustee. In the event the Successor Agency shall, pursuant to the foregoing provisions, pay and discharge any portion or all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Successor Agency all such instruments as may be necessary or desirable to evidence such discharge, including without limitation, selection by lot of Bonds of any maturity of the Bonds that the Successor Agency has determined to pay and discharge in part. Any funds thereafter held by the Trustee, which are not required for said purpose, shall be paid over to the Successor Agency.

(b) Notwithstanding anything herein to the contrary, in the event that the principal or interest due with respect to the 2016 Series B Bonds is paid by the Insurer pursuant to the Insurance Policy, the 2016 Series B Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Successor Agency, and the assignment and pledge of the Tax Revenues and other assets hereunder and all covenants, agreements and other obligations of the Successor Agency to the Insured Bond Owners so paid shall continue to exist and shall run to the benefit of Insurer, and the Insurer shall be subrogated to the rights of such Insured Bond Owners.

(c) In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Successor Agency for deposit in the Redevelopment Retirement Obligation Fund.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee in good faith and in accordance therewith.

Section 9.05. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Successor Agency (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, *provided however* that the Trustee shall not be deemed to have knowledge that any Bond is

owned or held by or for the account of the Successor Agency unless the Successor Agency is the registered Owner or the Trustee has received written notice that any other registered Owner is the owner or is holding for the account of the Successor Agency.

Section 9.06. Waiver of Personal Liability. No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal of or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.07. Destruction of Canceled Bonds. Whenever in this Indenture provision is made for the surrender to the Successor Agency of any Bonds which have been paid or canceled pursuant to the provisions of this Indenture, upon receipt by the Trustee of the Request of the Successor Agency a certificate of destruction duly executed by the Trustee shall be deemed to be the equivalent of the surrender of such canceled Bonds and the Successor Agency shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.08. Notices. All written notices to be given under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, with prompt written confirmation by mail, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in any other case, upon actual receipt. The Successor Agency, the Trustee or the Insurer may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Successor Agency: Successor Agency to the
Redevelopment Agency For the County of Riverside
c/o Riverside County Executive Office
4080 Lemon Street, 4th Floor
Riverside, California 92501
Attention: Deputy County Executive Officer
Fax: (951) 955-1008

If to the Trustee: The Bank of New York Mellon Trust Company, N.A.
400 S. Hope Street, Suite 400
Los Angeles, California 90071
Attention: Corporate Trust Division
Fax: (213) 630-6215

If to the Insurer: As provided in [Section 4.06(_)]

So long as the Insurance Policy remains in effect, the Trustee or the Successor Agency, as applicable, shall furnish to the Insurer a copy of any notice required to be given hereunder to the Bond Owners and any certification required to be given hereunder relating to the security for the Bonds. The Trustee or the Successor Agency, as applicable, shall notify the Insurer: to the attention of its Surveillance Department, of any failure of the Successor Agency under this Indenture to give any required notice to the Insurer and immediately of the occurrence of an Event of Default hereunder.

The Successor Agency, the Trustee and the Insurer may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.09. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Successor Agency and the Trustee hereby declare that they would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable.

Section 9.10. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Successor Agency for the payment of the principal of and interest and redemption premium (if any) on such Bonds.

Section 9.11. Payment on Non-Business Days. In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day.

Section 9.12. Miscellaneous Rights of the Insurer. For so long as the Insurance Policy is outstanding, notwithstanding anything to the contrary set forth in this Indenture, the Successor Agency agrees as follows:

(a) Notices. Any notice to be given to any party under this Indenture shall also be given to the Insurer as provided in Section 4.06(o).

(b) Amendments or Supplements. Any amendment or supplement to the Indenture requiring the consent of the Owners of the 2016 Series B Bonds shall also require the consent of the Insurer. The Successor Agency agrees to send a copy of any amendment or supplement requiring the consent of the Insurer to S&P. The Successor Agency shall give the Insurer notice of any amendment or supplement made to this Indenture which do not require consent of the Owners of the 2016 Series B Bonds.

(c) Insurer as Third Party Beneficiary. The Insurer is a third-party beneficiary hereunder and shall have the power to enforce any right, remedy or claim conferred, given or granted under this Indenture.

Section 9.13. Execution in Counterparts. This Indenture 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.

Section 9.14. Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE has caused this Indenture to be signed in its name by the Deputy County Executive Officer of the County of Riverside on behalf of the Successor Agency to the Redevelopment Agency for the County of Riverside and attested to by its Secretary, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: County of Riverside

By: _____
Deputy County Executive Officer

ATTEST:

By: _____
Secretary

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Trustee

By _____
Authorized Officer

EXHIBIT A

FORM OF 2016 SERIES BOND

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
JURUPA VALLEY REDEVELOPMENT PROJECT AREA 2016 TAX ALLOCATION
REFUNDING BOND, SERIES B**

RATE OF INTEREST: MATURITY DATE: ORIGINAL ISSUE DATE: [CUSIP:]
[Closing Date]

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

The SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity duly created and existing under the laws of the State of California (the "Successor Agency"), for value received, hereby promises to pay (but only out of the Tax Revenues and other moneys and securities hereinafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, which date shall be the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date (a "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to September 15, 2016, in which event it shall bear interest from the Original Issue Date identified above; *provided, however*, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on April 1 and October 1 in each year, commencing October 1, 2016 (the "Interest Payment Dates"), until payment of such Principal Amount in full. The Principal Amount hereof is payable upon presentation hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), in Los Angeles, California or such other location as the trustee may designate. Interest hereon is payable by check of the Trustee mailed by first class mail on each

Interest Payment Date to the Registered Owner hereof at the address of such Registered Owner as it appears on the registration books of the Trustee as of the preceding Record Date; provided that at the written request of the owner of at least \$1,000,000 aggregate principal amount of Bonds, which written request is on file with the Trustee prior to any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to an account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as the "Successor Agency to the Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2016 Tax Allocation Refunding Bonds, Series B" (the "Bonds") of an aggregate principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$ _____) all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued pursuant to the provisions of Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State (the "Refunding Law"), the Dissolution Act (as such term is defined in the Indenture), and the Community Redevelopment Law, constituting Part 1 of Division 24 of the California Health and Safety Code (the "Redevelopment Law") and pursuant to an Indenture of Trust, dated as of [May 1, 2016], by and between the Successor Agency and the Trustee (the "Indenture"). The Successor Agency may issue or incur additional obligations on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all supplements thereto and to the Refunding Law, the Dissolution Act and the Redevelopment Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues, as that term is defined in the Indenture, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency to refinance redevelopment activities of the Successor Agency. This Bond and the interest hereon and all other parity obligations and the interest thereon (to the extent set forth in the Indenture) are payable from, and are secured by a charge and lien on the Tax Revenues derived by the Successor Agency from the Jurupa Valley Redevelopment Project Area in the County of Riverside, California (the "Project Area"), a duly designated redevelopment project area under the laws of the State of California, under and in accordance with the Indenture. As and to the extent set forth in the Indenture, all of the Tax Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, the Refunding Law and the Dissolution Act and the Redevelopment Law, to the payment of the principal of and interest and premium (if any) on the Bonds and any such parity obligations. The Bonds and any such parity obligations are secured by a pledge on, security interest in and lien on the Tax Revenues which is subordinate to or on a parity with the pledge, security interest and lien on the Tax Revenues in favor of certain outstanding obligations of the Successor Agency, as provided in the Indenture. Notwithstanding the foregoing, certain amounts out of Tax Revenues may be applied for other purposes as provided in the Indenture.

This Bond is not a debt of the County of Riverside, the State of California, or any of its political subdivisions, other than the Successor Agency, and neither said County, said State, nor

any of its political subdivisions, is liable hereon nor in any event shall this Bond be payable out of any funds or properties other than the Tax Revenues.

The rights and obligations of the Successor Agency and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the owner of such Bond, or shall reduce the percentages of the Bond owners required to effect any such modification or amendment.

The Bonds maturing on or before October 1, 20__, are not subject to optional redemption prior to maturity. The Bonds maturing on and after October 1, 20__, are subject to redemption, at the option of the Successor Agency on any date on or after October 1, 20__, as a whole or in part, by such maturities as shall be determined by the Successor Agency, and by lot within a maturity, from any available source of funds, at a redemption price the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on October 1, 20__ are subject to mandatory sinking account redemption in part by lot, on October 1 in each of the years thereafter as set forth in the following table, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium; *provided, however,* that if some but not all of such Bonds have been optionally redeemed pursuant to the preceding paragraph, the total amount of all Bonds to be redeemed thereafter from mandatory sinking account payments shall be reduced on a pro rata basis in integral multiples of \$5,000.

Bonds Maturing October 1, 20__

Sinking Account Redemption Date <u>(October 1)</u>	Principal Amount To be Redeemed <u>or Purchased</u>
--	---

As provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

The Successor Agency has the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any such notice of optional redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

In lieu of redemption of Bonds amounts on deposit in the Special Fund (as defined in the Indenture) may be withdrawn and used at the direction of the Successor Agency at any time to purchase such Bonds at public or private sale at such prices (including brokerage and other charges and including accrued interest) as the Successor Agency may in its discretion determine. The par amount of any such Bonds so purchased by the Successor Agency in any twelve-month period ending on August 1 will be credited toward, and will reduce the par amount of, Bonds required to be redeemed pursuant to the Indenture on the next succeeding October 1 of such year.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all outstanding Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at said corporate trust office of the Trustee in Los Angeles, California or such other place as designated by the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Refunding Law, the Dissolution Act and the Redevelopment Law and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Refunding Law, the Dissolution Act and the Redevelopment Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE has caused this Bond to be signed in its name by the Deputy County Executive Officer of the County of Riverside on behalf of the Successor Agency to the Redevelopment Agency for the County of Riverside and attested to by the facsimile signature of the Successor Agency's Secretary, all as of the Original Issue Date specified above.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: County of Riverside

By: _____
Deputy County Executive Officer

ATTEST:

By: _____
Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated: _____

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., *as Trustee*

By: _____
Authorized Signatory

STATEMENT OF INSURANCE

[to come]

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint

_____ attorney,
to transfer the same on the books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

NOTICE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE APPROVING THE ISSUANCE OF REFUNDING BONDS IN ORDER TO REFUND CERTAIN OUTSTANDING BONDS OF THE DISSOLVED REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, APPROVING THE EXECUTION AND DELIVERY OF INDENTURES OF TRUST RELATING THERETO, REQUESTING OVERSIGHT BOARD APPROVAL OF THE ISSUANCE OF THE REFUNDING BONDS, REQUESTING CERTAIN DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Redevelopment Agency for the County of Riverside (the "Former Agency") has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the Successor Agency to the Redevelopment Agency for the County of Riverside (the "Successor Agency") has become the successor entity to the Former Agency;

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency issued its Redevelopment Agency for the County of Riverside Redevelopment Project Area No. 1 2006 Tax Allocation Bonds, Series A (the "Prior Series A Bonds") in the initial aggregate principal amount of \$22,045,000 for the purpose of financing redevelopment activities;