

FORM APPROVED COUNTY COUNSEL
 BY: *Anita C. Willis*
 ANITA C. WILLIS
 DATE: 4-2-15

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

615



FROM: Successor Agency to the Redevelopment Agency

SUBMITTAL DATE:
 April 2, 2015

SUBJECT: Refunding of Outstanding Bonds of the Dissolved Redevelopment Agency, Districts 2, 3, 5
 [\$470,000] (Vote on Separately)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Successor Agency Resolution No. 2015-005 authorizing the issuance of refunding tax allocation bonds to refinance the remaining portion of the 2004 Series A Bonds and the 2005 Series B and 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	\$ N/A	\$ 470,000	\$ 470,000	\$ 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 OF THE SUCCESSOR AGENCY TO
 THE REDEVELOPMENT AGENCY**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is tentatively approved pending final action by the oversight board.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 14, 2015
 xc: E.O.

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: District: 2, 3, 5 Agenda Number:

4-1

BACKGROUND:

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

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Refunding of Outstanding Bonds of the Dissolved Redevelopment Agency, Districts 2, 3, 5
[\$71,825,000] (Vote on Separately)
DATE: April 2, 2015
PAGE: 2 of 2

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, via Agenda Item 4-1, 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 and providing for other matters relating thereto. In June 2014 the Board approved the issuance of three series of project area refinancings and a refinancing of the Agency's 2004 Series A Housing Bonds. All four refinancings were successfully completed with savings in excess of \$12.3 million.

The new bonds will be issued by the Successor Agency. The term of the existing bonds will not be extended. The refunding bonds produce savings well in excess of the Board's present value savings target of 3% (Board Policy B-21 for the Riverside County Debt Advisory Committee) The issuance of the refunding bonds was approved at the DAC meeting on April 9, 2015.

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

2015 Series B & C Refinancing Summary

Issue	Jurupa Valley Project Area	Mid County Project Area
Size	\$58,100,000	\$13,725,000
PV Savings	\$6,648,783	\$1,408,449
PV Savings As %	10.3%	9.33%
Avg. Savings	\$418,882	\$87,322
Total Savings	\$9,634,286	\$2,008,417

As of March 25, 2015.

These refunding bonds will be issued in July 2015. 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 required by AB 1484. The AB 1484 review process requires a 60 day review period by the DOF after Successor Agency and Oversight Board approval. The final disclosure documents of the proposed bond issue will be brought back to the Successor Agency after DOF has approved the legal documents and the preliminary financial analysis. The Board package includes our independent financial advisor's report as required by the DOF.

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.

RESOLUTION NO. 2015-005

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;

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]*
 DALE A. GARDNER
 DATE: 4/21/15

1 **WHEREAS**, prior to the dissolution of the Former Agency, the
2 Former Agency issued its Redevelopment Agency For the County of
3 Riverside Redevelopment Jurupa Valley Redevelopment Project Area
4 2004 Tax Allocation Bonds, Series B (the "Prior 2004 Series B
5 Bonds") in the initial aggregate principal amount of \$16,715,000
6 for the purpose 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 Redevelopment Mid-County Redevelopment Project Area
11 2004 Tax Allocation Bonds, Series C (the "Prior 2004 Series C
12 Bonds") in the initial aggregate principal amount of \$6,125,000
13 for the purpose of financing redevelopment activities;

14
15 **WHEREAS**, prior to the dissolution of the Former Agency, the
16 Former Agency issued its Redevelopment Agency For the County of
17 Riverside Redevelopment Jurupa Valley Redevelopment Project Area
18 2005 Tax Allocation Bonds, Series B (the "Prior 2005 Series B
19 Bonds") in the initial aggregate principal amount of \$60,220,000
20 for the purpose of financing redevelopment activities;

21
22 **WHEREAS**, prior to the dissolution of the Former Agency, the
23 Former Agency issued its Redevelopment Agency For the County of
24 Riverside Redevelopment Mid-County Redevelopment Project Area
25 2005 Tax Allocation Bonds, Series C (the "Prior 2005 Series C

1 Bonds" and together with the Prior 2004 Series B Bonds, the Prior
2 2004 Series C Bonds and the Prior 2005 Series B Bonds, the "Prior
3 Bonds") in the initial aggregate principal amount of \$12,385,000
4 for the purpose of financing redevelopment activities;

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

12
13 **WHEREAS**, to determine compliance with the Savings
14 Parameters for purposes of the issuance by the Successor Agency
15 of its (i) Successor Agency to the Redevelopment Agency For the
16 County of Riverside Jurupa Valley Redevelopment Project Area
17 2015 Tax Allocation Refunding Bonds, Series B (the "Refunding
18 Series B Bonds") and (ii) Successor Agency to the Redevelopment
19 Agency For the County of Riverside Mid-County Redevelopment
20 Project Area 2015 Tax Allocation Refunding Bonds, Series C (the
21 "Refunding Series C Bonds" and together with the Refunding
22 Series B Bonds, the "Refunding Bonds"), the Successor Agency has
23 caused its financial advisor, C.M. de Crinis & Co., Inc. (the
24 "Financial Advisor"), to prepare an analysis of the potential
25 savings that will accrue to the Successor Agency and to

1 applicable taxing entities as a result of the (a) use of the
2 proceeds of the Refunding Series B Bonds to repay the Prior 2004
3 Series B Bonds and the Prior 2005 Series B Bonds and, thereby,
4 to refund the Prior 2004 Series B Bonds and the Prior 2005
5 Series B Bonds and (b) use of the proceeds of the Refunding
6 Series C Bonds to repay the Prior 2004 Series C Bonds and the
7 Prior 2005 Series C Bonds and, thereby, to refund the Prior 2004
8 Series C Bonds and the Prior 2005 Series C Bonds (collectively,
9 the "Debt Service Savings Analysis");
10

11 **WHEREAS**, the Successor Agency desires at this time to
12 approve the issuance of the Refunding Series B 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 B Bonds (the
17 "Refunding Series B Bonds Indenture"), (ii) the Irrevocable
18 Refunding Instructions to be delivered to The Bank of New York
19 Mellon Trust Company, N.A., as trustee of the Prior 2004 Series
20 B Bonds, to be dated as of the date of the issuance and delivery
21 of the Refunding Series B Bonds (the "Prior 2004 Series B Bonds
22 Refunding Instructions") and (iii) the Irrevocable Refunding
23 Instructions to be delivered to The Bank of New York Mellon
24 Trust Company, N.A., as trustee of the Prior 2005 Series B
25 Bonds, to be dated as of the date of the issuance and delivery

1 of the Refunding Series B Bonds (the "Prior 2005 Series B Bonds
2 Refunding Instructions");

3
4 **WHEREAS**, the Successor Agency desires at this time to
5 approve the issuance of the Refunding Series C Bonds and to
6 approve the form of and authorize the execution and delivery of
7 (i) the Indenture of Trust, by and between the Successor Agency
8 and The Bank of New York Mellon Trust Company, N.A., as trustee,
9 providing for the issuance of the Refunding Series C Bonds (the
10 "Refunding Series C Bonds Indenture" and together with the
11 Refunding Series B Bonds Indenture, the "Indentures"), (ii) the
12 Irrevocable Refunding Instructions to be delivered to The Bank
13 of New York Mellon Trust Company, N.A., as trustee of the Prior
14 2004 Series C Bonds, to be dated as of the date of the issuance
15 and delivery of the Refunding Series C Bonds (the "Prior 2004
16 Series C Bonds Refunding Instructions") and (iii) the
17 Irrevocable Refunding Instructions to be delivered to The Bank
18 of New York Mellon Trust Company, N.A., as trustee of the Prior
19 2005 Series C Bonds, to be dated as of the date of the issuance
20 and delivery of the Refunding Series C Bonds (the "Prior 2005
21 Series C Bonds Refunding Instructions" and together with the
22 Prior 2004 Series B Bonds Refunding Instructions, the Prior 2005
23 Series B Bonds Refunding Instructions and the Prior 2004 Series
24 C Bonds Refunding Instructions, the "Refunding Instructions");

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

4
5 **WHEREAS**, the Successor Agency is now requesting that the
6 Oversight Board approve the issuance of the Refunding Bonds
7 pursuant to this Resolution and the Indentures;

8
9 **WHEREAS**, the Successor Agency further requests that the
10 Oversight Board make certain determinations described below on
11 which the Successor Agency will rely in undertaking the
12 refunding proceedings and the issuance of the Refunding Bonds;

13
14 **WHEREAS**, the Successor Agency has determined to sell the
15 Refunding Series B Bonds to Citigroup Global Markets Inc. and
16 Raymond James & Associates, Inc. (in such capacity, together
17 with any other underwriter selected by the Authorized Officers
18 to serve as a co-manager thereof, the "Refunding Series B Bonds
19 Original Purchaser") pursuant to the terms of a Bond Purchase
20 Agreement with respect to the Refunding Series B Bonds (the
21 "Refunding Series B Bonds Purchase Agreement") to be entered
22 into by the Successor Agency and the Refunding Series B Bonds
23 Original Purchaser;

1 **WHEREAS**, the Successor Agency has determined to sell the
2 Refunding Series C Bonds to Citigroup Global Markets Inc. and
3 Raymond James & Associates, Inc. (in such capacity, together
4 with any other underwriter selected by the Authorized Officers
5 to serve as a co-manager thereof, the "Refunding Series C Bonds
6 Original Purchaser" and together with the Refunding Series B
7 Bonds Original Purchaser, the "Original Purchasers") pursuant to
8 the terms of a Bond Purchase Agreement with respect to the
9 Refunding 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 the Prior 2004
22 Series B Bonds and the Prior 2005 Series B Bonds and (ii) the
23 Refunding C Bonds to provide funds to refund and defease the
24 Prior 2004 Series C Bonds and the Prior 2005 Series C Bonds, all
25 as evidenced by the Debt Service Savings Analysis on file with

1 the Secretary of the Successor Agency, which Debt Service
2 Savings Analysis is hereby approved. The Savings Parameters
3 shall be met with respect to each of the Prior 2004 Series B
4 Bonds, the Prior 2005 Series B Bonds, the Prior 2004 Series C
5 Bonds and the Prior 2005 Series C Bonds.

6
7 2. Approval of Issuance of the Bonds. (a) The Successor
8 Agency hereby authorizes and approves the issuance of the
9 Refunding Series B Bonds under the Law (as defined in the
10 Refunding Series B Bonds Indenture) and the Refunding Law in the
11 aggregate principal amount of not to exceed \$67,000,000,
12 provided that the Refunding Series B Bonds are in compliance
13 with the Savings Parameters with respect thereto at the time of
14 sale and delivery; and

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

22
23 3. Approval of Indentures. The Successor Agency hereby
24 approves the Indentures prescribing the terms and provisions of
25 the Refunding Bonds and the application of the proceeds of the

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

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

23
24 5. Oversight Board Approval of the Issuance of the Bonds.
25 The Successor Agency hereby requests the Oversight Board as

1 authorized by Section 34177.5(f) and Section 34180 to approve
2 the issuance of the Refunding Bonds pursuant to Section
3 34177.5(a)(1) and this Resolution and the Indentures.

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

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

18
19 (b) The application of proceeds of the Refunding Series B
20 Bonds by the Successor Agency to the refunding and defeasance of
21 the Prior 2004 Series B Bonds and the Prior 2005 Series B Bonds
22 and the application of proceeds of the Refunding Series C Bonds
23 by the Successor Agency to the refunding and defeasance of the
24 Prior 2004 Series C Bonds and the Prior 2005 Series C Bonds, as
25 well as the payment by the Successor Agency of costs of issuance

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

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.

1 7. Filing of Debt Service Savings Analysis and
2 Resolution. The Secretary of the Successor Agency is hereby
3 authorized and directed to file the Debt Service Savings
4 Analysis, together with a certified copy of this Resolution,
5 with the Oversight Board, and, as provided in Section 34180(j)
6 with the Riverside County Administrative Officer, the Riverside
7 County Auditor-Controller and the California Department of
8 Finance.

9
10 8. Sale of Refunding Bonds. The Successor Agency hereby
11 approves the Purchase Agreements. The Authorized Officers, each
12 acting alone, are hereby authorized and directed to execute and
13 deliver the Purchase Agreements 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 Purchase Agreement. The Authorized
20 Officers are further authorized to select one or more co-
21 managing underwriters for either or both series of the Refunding
22 Bonds.

23
24 9. Issuance of Refunding Bonds in Whole or in Part. It is
25 the intent of the Successor Agency to sell and deliver the

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

16
17 10. Municipal Bond Insurance and Surety Bonds. The
18 Authorized Officers, each acting alone, are hereby authorized
19 and directed to take all actions necessary to obtain a municipal
20 bond insurance policy for either or both series of Refunding
21 Bonds and reserve account surety bonds for either or both series
22 of Refunding Bonds from one or more municipal bond insurance
23 companies if it is determined, upon consultation with the
24 Financial Advisor and the Original Purchaser of such Refunding
25 Bonds, that such municipal bond insurance policy and/or surety

1 bond will reduce the true interest costs with respect to such
2 Refunding Bonds.

3
4 11. Approval of Official Statement. Following approval by
5 the Oversight Board of the issuance of the Refunding Bonds by
6 the Successor Agency and upon submission of the Oversight Board
7 Resolution to the California Department of Finance, the
8 Successor Agency will, with the assistance of its Disclosure
9 Counsel, Fiscal Consultant and Financial Advisor, cause to be
10 prepared a form of Official Statement for the Refunding Series B
11 Bonds and the Refunding Series C Bonds, in each case describing
12 the applicable Refunding Bonds and containing material
13 information relating to the Successor Agency and the applicable
14 Refunding Bonds, the preliminary forms of which will be
15 submitted to the Successor Agency for approval for distribution
16 by the applicable Original Purchaser to persons and institutions
17 interested in purchasing such Refunding Bonds.

18
19 12. Official Actions. The Authorized Officers and any and
20 all other officers of the Successor Agency are hereby authorized
21 and directed, for and in the name and on behalf of the Successor
22 Agency, to do any and all things and take any and all actions,
23 which they, or any of them, may deem necessary or advisable in
24 obtaining the requested approvals by the Oversight Board and the
25 California Department of Finance and in the issuance, sale and

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

7
8 13. Effective Date. This Resolution shall take effect from
9 and after the date of approval and adoption thereof.

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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 14th day of April,
4 2015, by the following vote:

5
6
7
8 ROLL CALL:

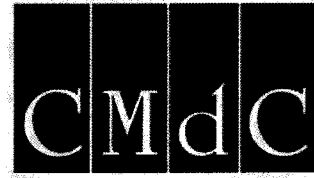
9 Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
10 Nays: None
11 Absent: None

12 The foregoing is certified to be a true copy of a resolution duly
13 adopted by said Board of Supervisors on the date therein set forth.

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KECIA HARPER-IHEM, Clerk of said Board

By 

Deputy



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

MEMORANDUM

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

Date: April 1, 2015

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

RE: 2015 Bond Refunding Plan – Jurupa Valley and Mid County Project Areas

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 2015 refundings of the Jurupa Valley and Mid County 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 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 four bond issues for the County's Successor Agency and three bond issues for participating cities. All seven bond issues have been successfully refunded. The Successor Agency staff and the Program's financing team have identified four additional Series of outstanding bonds totaling \$81,395,000 that can be current refunded for savings. These four bond series were included in the Riverside County Public Financing Authority's \$102,785,000 Series 2004 Tax Allocation Revenue Bond and the \$144,075,000 Series 2005 Tax Allocation Revenue Bond issues.

Refunding Candidates

The Successor Agency proposes to refund the following issues:

1. **Jurupa Valley Project Area Series 2004 B and 2005 B Bonds.** Currently \$65,900,000 in Bonds are outstanding and refundable for acceptable savings. (\$15,795,000 in 2004 Bonds and \$50,105,000 in 2005 Bonds.) These bonds have a final maturity date of October 1, 2037. The Series 2004 B Bonds are callable upon 30 days notice and the Series 2005 B Bonds are first callable 10/1/2015 at Par. The amount of refunding bonds sold is less than the bonds outstanding as a result of "premium" pricing; the net proceeds will be sufficient to redeem the outstanding bonds.
2. **Mid County Project Area Series 2004 C and 2005 C Bonds.** Currently \$15,495,000 in Bonds are outstanding and refundable for acceptable savings. (\$5,555,000 in 2004 Bonds and \$9,940,000 in 2005 Bonds.) These bonds have a final maturity date of October 1, 2037. The Series 2004 bonds are callable upon 30 days



notice and the 2005 Bonds and are first callable 10/1/2015 at Par. The amount of refunding bonds sold is less than the bonds outstanding as a result of "premium" pricing; the net proceeds will be sufficient to redeem the outstanding bonds.

The refunding candidates together will be the Refunded Bonds (the "Refunded Bonds"). The Authority also has Series 2005 Tax Allocation Revenue Bonds outstanding in three other project areas, in addition to Refunded Bonds. The refunding of these issues will be brought forward separately. Upon the issuance of the Refunding Bonds, the Series 2004 Tax Allocation Revenue Bonds will be completely refunded.

Bond Structure and Credit Considerations

After analyzing several alternative structures, the recommended financing plan is to *consolidate the four issues into two* and issue senior lien project area refunding bonds in both the Jurupa Valley and Mid County Project Areas, on parity with the existing project area senior lien bonds and to include a subordinate RPTTF pledge. This is the same bond structure as approved by the Department of Finance last summer for the 2014 Successor Agency Bond issues which refunded bond in three other of the Agency's project areas. The refunding bond series will be the Series 2015 B Jurupa Valley Project Area Bonds ("the Series 2015 B Bonds") and the Series 2015 C Mid County Project Area Bonds ("the Series 2015 C Bonds") which together will be the Refunding Bonds ("the Refunding Bonds").

The Refunding Bonds will be issued by the Successor Agency and purchased by an underwriting team composed of Citigroup and Raymond James. County policy is to achieve a minimum net combined present value target of 3% of the principal bonds refunded. If savings are insufficient, the Successor Agency may forgo or delay the refinancing. The Series 2004 B and C Bonds are currently callable upon 30 days' notice and are therefore a current refunding. The Series 2005 B and C Bonds can be refunded or repaid at any time after October 1, 2015 upon 30 days' notice and will be treated as a current refunding under Federal Tax Law. The Refunding Bonds will be tax exempt. The Refunding Bonds will close after July 1, 2015 to affect the current refunding on the Series 2005 B and C Bonds.

The Riverside County Financing Authority (the Authority) issued its Series 2004 and 2005 Bonds on a pooled basis. The Series 2004 and 2005 Authority Bonds purchased Successor Agency bonds issued by each of the Successor Agency's five project areas. In 2004 and 2005 the Authority Bonds were insured by XL Capital, now Syncora Guarantee, and were rated Aaa/AAA. The current rating of the Series 2004 and 2005 Revenue Bonds is "BBB+" by Standard & Poor's, as a result of the downgrade of the original insurer and the lowest rating of the project area in the pool, the Mid County Project Area. XL Capital also provided a surety policy in lieu of a cash funded debt service reserve fund for the Series 2004 B and 2005 B Jurupa Bonds. The Series 2004 C and 2005 C Mid County bonds bond reserve funds were cash funded.

The term and repayment dates of the Refunding Bonds will be identical to the outstanding bonds being refunded. Principal amortization will be structured to produce proportional savings in each year.



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. Additionally, the Refunding 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.

Bond Reserve Funds

The Series 2015 B Jurupa Refunding Bonds will be issued on parity with the other outstanding senior lien project area bonds. In the case of Series 2015 B Jurupa Refunding Bonds, a debt service reserve fund surety policy can be used. Bond Indenture amendments to the prior indentures were approved by the existing insurers, Syncora and MBIA, 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 2014 Refunding Bonds. The Jurupa Series 2004 B and 2005 B Bonds currently have bond reserve fund surety policies issued by XL Capital which is now Syncora Guarantee. Syncora Guarantee was rated Aaa/AAA in the 2004 and 2005 but the bond ratings, as a result of the financial crisis, have been withdrawn. In order to issue the Series 2015 C Mid County Refunding Bonds on parity with other outstanding Mid County senior lien bonds, the Refunding Bonds will need to have cash funded bond reserve fund and no surety policy rated lower than AAA/Aaa can be used.

There are two reserve fund surety providers generally acceptable to the market, Assured Guarantee Municipal and Build America Mutual; neither have the "AAA" credit ratings from both Standard & Poor's and Moody's required under the existing senior indentures. Their Standard and Poor's ratings are "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 expected that Refunding Bonds will qualify and benefit from bond insurance.

Bond Ratings

The Authority's Pooled Series 2004 and 2005 Bonds are currently rated "BBB+" by Standard & Poor's. Specifically, the underlying Series 2004 and 2005 B Jurupa Bonds are rated "A-" and the underlying Series 2004 and 2005 C Mid County Project Area Bonds are rated "BBB+". It is expected that the Refunding Bonds will receive ratings from Standard & Poor's of "A-", based on each project area's characteristics, increased debt service coverage, RPTTF Pledge and term. It is expected that the RPTTF backup pledge has improved the credit quality of Refunded 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 Guarantee insured the Agency's 2014 Refunding Bonds.** No Moody's or Fitch Rating will be applied for.



Summary of Expected Combined Refunding Results

Analysis as of March 31, 2015

	<u>Jurupa Series</u> <u>2015 B</u> <u>Refunding Bonds</u>	<u>Mid County</u> <u>Series 2015 C</u> <u>Refunding Bonds</u>
Dated Date	7/1/2015	7/1/2015
Delivery Date	7/1/2015	7/1/2015
Arbitrage Yield	3.29%	3.16%
Escrow Yield	-	-
Value of Negative Arbitrage	-	-
Bond Par Amount	\$ 60,315,000	\$ 14,185,000
True Interest Cost	3.71%	3.58%
Net Interest Cost	4.06%	3.93%
All-In TIC	3.88%	3.86%
Average Coupon	4.97%	4.96%
Average Life	14.61	13.07
Par amount of refunded bonds	\$ 65,900,000	\$ 15,495,000
Average coupon of refunded bonds	4.88%	4.86%
Average life of refunded bonds	14.64	13.24
PV of prior debt	\$ 78,178,637	\$ 18,377,776
Net PV Savings	\$ 6,707,379	\$ 1,518,624
Percentage savings of refunded bonds	10.18%	9.80%
Percentage savings of refunding bonds	11.12%	10.71%



Net Debt Service Savings Analysis

<u>Date</u>	<u>Jurupa Net</u>		<u>Mid County Net</u>		<u>Total Savings</u>
	<u>Debt Service</u>	<u>Savings</u>	<u>Debt Service</u>	<u>Savings</u>	
10/1/2015	\$	(0)	\$	(473)	\$ (473)
10/1/2016	\$	437,056	\$	99,476	\$ 536,532
10/1/2017	\$	432,556	\$	103,776	\$ 536,332
10/1/2018	\$	432,119	\$	99,013	\$ 531,132
10/1/2019	\$	432,981	\$	97,576	\$ 530,557
10/1/2020	\$	433,481	\$	99,638	\$ 533,120
10/1/2021	\$	436,450	\$	100,932	\$ 537,382
10/1/2022	\$	438,650	\$	100,382	\$ 539,032
10/1/2023	\$	435,200	\$	99,607	\$ 534,807
10/1/2024	\$	437,450	\$	101,607	\$ 539,057
10/1/2025	\$	433,950	\$	103,357	\$ 537,307
10/1/2026	\$	444,950	\$	99,857	\$ 544,807
10/1/2027	\$	436,150	\$	99,307	\$ 535,457
10/1/2028	\$	438,075	\$	98,895	\$ 536,970
10/1/2029	\$	435,288	\$	103,595	\$ 538,882
10/1/2030	\$	433,075	\$	98,207	\$ 531,282
10/1/2031	\$	431,250	\$	97,857	\$ 529,107
10/1/2032	\$	436,000	\$	104,357	\$ 540,357
10/1/2033	\$	434,750	\$	100,357	\$ 535,107
10/1/2034	\$	432,750	\$	101,357	\$ 534,107
10/1/2035	\$	430,000	\$	102,107	\$ 532,107
10/1/2036	\$	446,500	\$	102,607	\$ 549,107
10/1/2037	\$	446,250	\$	288	\$ 446,538
	\$	9,594,931	\$	2,113,684	\$ 11,708,616
PV Savings	\$	6,693,796	\$	1,514,716	\$ 8,208,512
Funds on Hand	\$	13,583	\$	3,908	\$ 17,491
NET PV Savings	\$	6,707,379	\$	1,518,624	\$ 8,226,003



Process and Timing

The Successor Agency and Oversight Boards are expected to approve the financing legal documents for these two series of Refunding Bonds at their April 2015 meetings. The Successor Agency is expected to take action to approve the Bond Official Statement in May 2015. Following the receipt of approval from the Department of Finance, the Refunding Bonds will be underwritten and closed. Assuming timely approvals from all agencies including the State Department of Finance, the Successor Agency anticipates issuing the Refunding Bonds in June of 2015.

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 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 Refunding Bonds would easily meet the tests imposed by AB 1484. 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. 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 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 NUN 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



Attachment - Bond Sizing, Debt Service and Savings Schedules



IRREVOCABLE REFUNDING INSTRUCTIONS (2004 Series B Bonds)

These IRREVOCABLE REFUNDING INSTRUCTIONS (these "Instructions"), dated _____, 2015, are given by the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public entity created and existing under the laws of the State of California (the "Successor Agency"), as successor agency to the Redevelopment Agency for the County of Riverside (the "Former Agency"), to 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, acting as trustee for the hereinafter defined 2004 Series B Bonds (in such capacity, the "2004 Series B Trustee"), and are agreed to and accepted by the RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY (the "Authority") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., acting as trustee for the hereinafter defined Authority Bonds (in such capacity, the "Authority Bonds Trustee").

WITNESSETH:

WHEREAS, the Former Agency previously issued its Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2004 Tax Allocation Bonds, Series B, in the original aggregate principal amount of \$16,715,000 ("2004 Series B Bonds"), pursuant to an Indenture of Trust, dated as of December 1, 2004, by and between the Former Agency and the 2004 Series B Trustee (the "2004 Series B Indenture"); and

WHEREAS, the Former Agency previously issued its Redevelopment Agency For the County of Riverside Mid-County Redevelopment Project Area 2004 Tax Allocation Bonds, Series C, in the original aggregate principal amount of \$6,125,000 (the "2004 Series C Bonds"), pursuant to an 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; and

WHEREAS, the Former Agency previously issued its Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2005 Tax Allocation Bonds, Series B, in the original aggregate principal amount of \$60,220,000 (the "2005 Series B Bonds"), pursuant to an 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; and

WHEREAS, the Former Agency previously issued its Redevelopment Agency For the County of Riverside Mid-County Redevelopment Project Area 2005 Tax Allocation Bonds, Series C in the original aggregate principal amount of \$12,385,000 (the "2005 Series C Bonds"), issued pursuant to an 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; and

WHEREAS, for the purpose of providing funds to purchase five separate series of bonds issued by the Former Agency, including the 2004 Series B Bonds, and to finance redevelopment activities of the Former Agency with respect to the Former Agency's Redevelopment Project Area No. 1, the Former Agency's Jurupa Valley Redevelopment Project Area, its Mid-County Redevelopment Project Area, the Former Agency's Desert Communities Redevelopment Project Area, and the Former Agency's Interstate 215 Corridor Redevelopment Project Area, the Authority issued its Riverside County Public Financing Authority 2004 Tax Allocation Revenue Bonds (County of Riverside Redevelopment Projects) in the aggregate

principal amount of \$102,785,000 (the "Authority Bonds"), pursuant to an Indenture of Trust dated as of December 1, 2004, between the Authority and the Authority Bonds Trustee; and

WHEREAS, by implementation of California Assembly Bill X1 26, which amended provisions of the California Redevelopment Law, (found at Health and Safety Code Section 33000, et.seq.) 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 ("AB 26"), and on February 1, 2012, the Successor Agency, in accordance with and pursuant to AB 26, assumed the duties and obligations set forth in AB 26 for the Former Agency, including, without limitation, the obligations of the Former Agency under the 2004 Series B Indenture and related documents to which the Former Agency was a party; and

WHEREAS, the Successor Agency has determined that it is in the best financial interests of the Successor Agency to refund, at this time, all of the outstanding 2004 Series B Bonds (as more fully described on Exhibit A hereto), the 2004 Series C Bonds, the 2005 Series B Bonds and the 2005 Series C Bonds, and the Authority has agreed contemporaneously therewith to redeem the Authority Bonds relating to the 2004 Series B Bonds identified on Exhibit B hereto and incorporated herein by this reference (such Authority Bonds, the "Redeemed Authority Bonds"); and

WHEREAS, in order to provide funds for such purpose, the Successor Agency anticipates issuing its Successor Agency to the Redevelopment Agency For the County of Riverside Jurupa Valley Redevelopment Project Area 2015 Tax Allocation Refunding Bonds, Series B (the "2015 Series B Bonds") and applying a portion of the proceeds thereof, together with certain other moneys, to defease and redeem all of the outstanding 2004 Series B Bonds; and

WHEREAS, the 2015 Series B Bonds are being issued pursuant to an Indenture of Trust dated as of _____, 2015 (the "2015 Series B Bonds Indenture"), between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "2015 Series B Trustee"); and

WHEREAS, the Successor Agency is providing separate irrevocable refunding instructions with respect to the 2004 Series C Bonds, the 2005 Series B Bonds and the 2005 Series C Bonds; and

WHEREAS, the Successor Agency wishes to give these Instructions to the 2004 Series B Trustee for the purpose of providing the terms and conditions relating to the deposit and application of moneys to provide for the payment and redemption of the outstanding 2004 Series B Bonds;

NOW, THEREFORE, the Successor Agency hereby irrevocably instructs the 2004 Series B Trustee as follows:

Section 1. Establishment of the 2004 Series B Bonds Escrow Fund. The 2004 Series B Trustee shall establish and hold, separate and apart from all other funds and accounts

held by it, a special fund known as the "2004 Series B Bonds Escrow Fund" (the "Escrow Fund"). All amounts on deposit in the Escrow Fund are hereby irrevocably pledged as a special trust fund for the redemption of all of the outstanding 2004 Series B Bonds on _____, 2015 (the "Redemption Date"). Neither the 2004 Series B Trustee, the 2015 Series B Trustee nor any other person shall have a lien upon or right of set off against the amounts at any time on deposit in the Escrow Fund, and such amounts shall be applied only as provided herein.

Section 2. Deposit into the 2004 Series B Bonds Escrow Fund; Investment of Amounts. Concurrently with the delivery of the 2015 Series B Bonds, the Successor Agency shall cause to be deposited in the Escrow Fund the amount of \$_____ in immediately available funds to be derived from a portion of the proceeds of sale of the 2015 Series B Bonds. The Successor Agency shall also transfer to the 2004 Series B Trustee for deposit in the Escrow Fund \$_____ of funds on hand relating to the 2004 Series B Bonds, and hereby directs the 2004 Series B Trustee to transfer for deposit into the Escrow Fund \$_____ on deposit in the Reserve Account established pursuant to the 2004 Series B Indenture, resulting in a total deposit into the Escrow Fund of \$_____. The Successor Agency hereby directs the 2004 Series B Trustee to invest \$_____ of the funds held by it in the Escrow Fund as described below, and shall hold the remaining \$_____ in cash, uninvested.

Security	Maturity Date	Interest Rate	Purchase Price
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The Successor Agency hereby confirms that by making the deposit described herein, it is discharging the 2004 Series B Bonds pursuant to Section 9.03 of the 2004 Series B Indenture.

Section 3. Proceedings for Redemption of 2004 Series B Bonds. The Successor Agency hereby irrevocably elects, and directs the 2004 Series B Trustee, to redeem, on the Redemption Date, from amounts on deposit in the Escrow Fund, the outstanding 2004 Series B Bonds pursuant to the provisions of Section 2.03(a) of the 2004 Series B Indenture.

The Authority acknowledges it is the owner of all of the outstanding 2004 Series B Bonds and as such hereby waives notice of redemption required pursuant to Section 2.03(c) of the 2004 Series B Bonds Indenture.

Section 4. Application of Funds to Redeem 2004 Series B Bonds. The 2004 Series B Trustee shall apply the amounts on deposit in the Escrow Fund to redeem the outstanding 2004 Series B Bonds on the Redemption Date at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest, all in accordance with Section 2.03(a) of the 2004 Series B Indenture.

The Authority and the Authority Bonds Trustee acknowledge that the outstanding 2004 Series B Bonds will be redeemed on the Redemption Date, and the Authority Bonds Trustee agrees to, immediately after the redemption of such 2004 Series B Bonds, redeem the Redeemed Authority Bonds on the Redemption Date.

Section 5. Transfer of Remaining Funds. On _____, 2015, following the payment and redemption described above and payment of any amounts then owed to the 2004 Series B Trustee, the 2004 Series B Trustee shall withdraw any amounts remaining on deposit in the Escrow Fund and transfer such amounts to the 2015 Series B Trustee for deposit into the Interest Account established under the 2015 Series B Bonds Indenture to be used solely for the purpose of paying interest on the 2015 Series B Bonds.

Section 6. Amendment. These Instructions shall be irrevocable by the Successor Agency. These Instructions may be amended or supplemented by the Successor Agency, but only if the Successor Agency shall file with the 2004 Series B Trustee and the 2015 Series B Trustee (a) an opinion of nationally recognized bond counsel engaged by the Successor Agency stating that such amendment or supplement will not, of itself, adversely affect the exclusion from gross income of interest on the 2004 Series B Bonds or the 2015 Series B Bonds under federal income tax law, and (b) a certification of an independent accountant or independent financial adviser engaged by the Successor Agency stating that such amendment or supplement will not affect the sufficiency of funds invested and held hereunder to make the payments required by Section 4.

Section 7. Application of Certain Terms of the 2004 Series B Indenture. All of the terms of the 2004 Series B Indenture relating to the payment of principal of and interest and repayment premium, if any, on the 2004 Series B Bonds and the redemption thereof, and the protections, immunities and limitations from liability afforded the 2004 Series B Trustee, are incorporated in these Instructions as if set forth in full herein.

Section 8. Counterparts. These Instructions may be signed in several counterparts, each of which will constitute an original, but all of which will constitute one and the same instrument.

Section 9. Governing Law. These Instructions shall be construed in accordance with and governed by the laws of the State of California.

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

By: County of Riverside

By: _____
[Deputy County Executive Officer]

AGREED TO ACCEPTED BY:

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
As 2004 Series B Trustee

**RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY**

By: _____
Authorized Officer

By: _____
Authorized Officer

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

By: _____
Authorized Officer

Accepted with respect to Section 5

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as 2015 Series B Trustee

By: _____
Authorized Officer

EXHIBIT A

OUTSTANDING 2004 SERIES B BONDS

Maturity Date	Principal Amount to be Redeemed	CUSIP
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EXHIBIT B

REDEEMED AUTHORITY BONDS

Maturity Date	Principal Amount to be Redeemed	CUSIP
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SOURCES AND USES OF FUNDS

Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change

Sources:	Refunding of Jurupa Valley - Series 2004J	Refunding of Jurupa Valley - Series 2005	Total
Bond Proceeds:			
Par Amount	14,595,000.00	45,720,000.00	60,315,000.00
Premium	1,699,886.85	6,512,784.65	8,212,671.50
	16,294,886.85	52,232,784.65	68,527,671.50
Other Sources of Funds:			
10/1/15 ROPS Request	429,793.75	2,557,559.38	2,987,353.13
	16,724,680.60	54,790,344.03	71,515,024.63
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Uses:	Refunding of Jurupa Valley - Series 2004J	Refunding of Jurupa Valley - Series 2005	Total
Refunding Escrow Deposits:			
Cash Deposit	15,992,396.88	51,287,559.38	67,279,956.26
Other Fund Deposits:			
Debt Service due on 10/1/15	401,337.50	2,472,550.00	2,873,887.50
Delivery Date Expenses:			
Cost of Issuance	62,309.75	195,190.25	257,500.00
Underwriter's Discount	46,593.56	145,958.01	192,551.57
Bond Insurance	188,889.80	591,712.36	780,602.16
Surety Policy	28,298.10	88,646.04	116,944.14
	326,091.21	1,021,506.66	1,347,597.87
Other Uses of Funds:			
Additional Proceeds	4,855.01	8,727.99	13,583.00
	16,724,680.60	54,790,344.03	71,515,024.63
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Notes:

- Assumes A- underlying ratings
- Assumes insurance at a cost of 0.75% of debt service
- Assumes surety cost of 2% of reserve requirement

BOND PRICING

**Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Refunding of Jurupa Valley - Series 2004J, A- Rated Serial Bond:									
	10/01/2015	220,000	3.000%	0.300%	100.673	-	-	-	1,480.60
Refunding of Jurupa Valley - Series 2004J, A- Rated Term Bond 1:									
	10/01/2036	7,010,000	5.000%	3.610%	111.815 C	4.179%	10/01/2025	100.000	828,231.50
	10/01/2037	7,365,000	5.000%	3.610%	111.815 C	4.179%	10/01/2025	100.000	870,174.75
		<u>14,375,000</u>							<u>1,698,406.25</u>
Refunding of Jurupa Valley - Series 2005, A- Rated Serial Bond:									
	10/01/2015	1,935,000	3.000%	0.300%	100.673	-	-	-	13,022.55
	10/01/2016	1,315,000	3.000%	0.500%	103.110	-	-	-	40,896.50
	10/01/2017	1,355,000	3.000%	0.910%	104.643	-	-	-	62,912.65
	10/01/2018	1,405,000	4.000%	1.260%	108.696	-	-	-	122,178.80
	10/01/2019	1,455,000	4.000%	1.560%	109.994	-	-	-	145,412.70
	10/01/2020	1,510,000	4.000%	1.780%	111.077	-	-	-	167,262.70
	10/01/2021	1,560,000	5.000%	1.990%	117.604	-	-	-	274,622.40
	10/01/2022	1,655,000	5.000%	2.250%	118.298	-	-	-	302,831.90
	10/01/2023	1,740,000	5.000%	2.430%	119.103	-	-	-	332,392.20
	10/01/2024	1,830,000	5.000%	2.590%	119.706	-	-	-	360,619.80
	10/01/2025	1,920,000	5.000%	2.690%	120.569	-	-	-	394,924.80
	10/01/2026	2,020,000	5.000%	2.780%	119.677 C	2.933%	10/01/2025	100.000	397,475.40
	10/01/2027	2,115,000	5.000%	2.900%	118.501 C	3.166%	10/01/2025	100.000	391,296.15
	10/01/2028	2,220,000	5.000%	3.020%	117.338 C	3.367%	10/01/2025	100.000	384,903.60
	10/01/2029	2,335,000	5.000%	3.100%	116.570 C	3.512%	10/01/2025	100.000	386,909.50
	10/01/2030	2,450,000	5.000%	3.170%	115.903 C	3.632%	10/01/2025	100.000	389,623.50
	10/01/2031	2,575,000	5.000%	3.230%	115.335 C	3.732%	10/01/2025	100.000	394,876.25
	10/01/2032	2,710,000	5.000%	3.270%	114.958 C	3.809%	10/01/2025	100.000	405,361.80
	10/01/2033	2,840,000	5.000%	3.310%	114.583 C	3.877%	10/01/2025	100.000	414,157.20
	10/01/2034	2,050,000	5.000%	3.350%	114.209 C	3.940%	10/01/2025	100.000	291,284.50
	10/01/2035	2,140,000	5.000%	3.380%	113.930 C	3.990%	10/01/2025	100.000	298,102.00
		<u>41,135,000</u>							<u>5,971,066.90</u>
Refunding of Jurupa Valley - Series 2005, A- Rated Term Bond 1:									
	10/01/2036	2,240,000	5.000%	3.610%	111.815 C	4.179%	10/01/2025	100.000	264,656.00
	10/01/2037	2,345,000	5.000%	3.610%	111.815 C	4.179%	10/01/2025	100.000	277,061.75
		<u>4,585,000</u>							<u>541,717.75</u>
		60,315,000							8,212,671.50

Dated Date	07/01/2015	
Delivery Date	07/01/2015	
First Coupon	10/01/2015	
Par Amount	60,315,000.00	
Premium	8,212,671.50	
Production	68,527,671.50	113.616300%
Underwriter's Discount	-192,551.57	-0.319243%
Purchase Price	68,335,119.93	113.297057%
Accrued Interest	-	
Net Proceeds	68,335,119.93	

BOND SUMMARY STATISTICS

Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change

Dated Date	07/01/2015
Delivery Date	07/01/2015
Last Maturity	10/01/2037
Arbitrage Yield	3.294473%
True Interest Cost (TIC)	3.710393%
Net Interest Cost (NIC)	4.056724%
All-In TIC	3.875835%
Average Coupon	4.966929%
Average Life (years)	14.609
Duration of Issue (years)	10.539
Par Amount	60,315,000.00
Bond Proceeds	68,527,671.50
Total Interest	43,765,287.50
Net Interest	35,745,167.57
Total Debt Service	104,080,287.50
Maximum Annual Debt Service	10,198,000.00
Average Annual Debt Service	4,677,765.73
Underwriter's Fees (per \$1000)	
Average Takedown	-
Other Fee	3.192433
Total Underwriter's Discount	3.192433
Bid Price	113.297057

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
A- Rated Serial Bond	41,355,000.00	114.442	4.938%	11.329	31,913.30
A- Rated Term Bond 1	18,960,000.00	111.815	5.000%	21.762	17,253.60
	60,315,000.00			14.609	49,166.90

	TIC	All-In TIC	Arbitrage Yield
Par Value	60,315,000.00	60,315,000.00	60,315,000.00
+ Accrued Interest	-	-	-
+ Premium (Discount)	8,212,671.50	8,212,671.50	8,212,671.50
- Underwriter's Discount	-192,551.57	-192,551.57	
- Cost of Issuance Expense		-257,500.00	
- Other Amounts	-	-897,546.30	-780,602.16
Target Value	68,335,119.93	67,180,073.63	67,747,069.34
Target Date	07/01/2015	07/01/2015	07/01/2015
Yield	3.710393%	3.875835%	3.294473%

SUMMARY OF REFUNDING RESULTS

Outstanding Bonds
 2015 Tax Allocation Refunding Bonds
 (Jurupa Valley Refunding Project)
 Preliminary - Subject to Change

	Refunding of Jurupa Valley - Series 2004J	Refunding of Jurupa Valley - Series 2005	Total
Dated Date	07/01/2015	07/01/2015	07/01/2015
Delivery Date	07/01/2015	07/01/2015	07/01/2015
Arbitrage Yield	3.294473%	3.294473%	3.294473%
Escrow Yield	-	-	-
Value of Negative Arbitrage	-	-	-
Bond Par Amount	14,595,000.00	45,720,000.00	60,315,000.00
True Interest Cost	4.189357%	3.479209%	3.710393%
Net Interest Cost	4.471252%	3.828476%	4.056724%
All-In TIC	4.318281%	3.662918%	3.875835%
Average Coupon	4.999648%	4.948913%	4.966929%
Average Life	21.438	12.429	14.609
Par amount of refunded bonds	15,795,000.00	50,105,000.00	65,900,000.00
Average coupon of refunded bonds	4.998150%	4.822884%	4.883208%
Average life of refunded bonds	21.018	12.625	14.636
PV of prior debt	20,024,698.22	58,153,939.13	78,178,637.35
Net PV Savings	1,619,065.32	5,088,313.20	6,707,378.52
Percentage savings of refunded bonds	10.250493%	10.155300%	10.178116%
Percentage savings of refunding bonds	11.093288%	11.129294%	11.120581%

SAVINGS

Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 07/01/2015 @ 3.2944732%
10/01/2015	2,987,353.13	2,987,353.13	-0.01	2,873,887.50	2,873,887.50	-	-0.01	-0.00
10/01/2016	4,562,956.25	-	4,562,956.25	4,125,900.00	-	4,125,900.00	437,056.25	421,833.80
10/01/2017	4,559,006.25	-	4,559,006.25	4,126,450.00	-	4,126,450.00	432,556.25	403,942.34
10/01/2018	4,567,918.75	-	4,567,918.75	4,135,800.00	-	4,135,800.00	432,118.75	390,300.43
10/01/2019	4,562,581.25	-	4,562,581.25	4,129,600.00	-	4,129,600.00	432,981.25	378,330.60
10/01/2020	4,559,881.25	-	4,559,881.25	4,126,400.00	-	4,126,400.00	433,481.25	366,523.21
10/01/2021	4,552,450.00	-	4,552,450.00	4,116,000.00	-	4,116,000.00	436,450.00	357,079.70
10/01/2022	4,571,650.00	-	4,571,650.00	4,133,000.00	-	4,133,000.00	438,650.00	347,317.97
10/01/2023	4,570,450.00	-	4,570,450.00	4,135,250.00	-	4,135,250.00	435,200.00	333,495.85
10/01/2024	4,575,700.00	-	4,575,700.00	4,138,250.00	-	4,138,250.00	437,450.00	324,360.01
10/01/2025	4,570,700.00	-	4,570,700.00	4,136,750.00	-	4,136,750.00	433,950.00	311,349.01
10/01/2026	4,585,700.00	-	4,585,700.00	4,140,750.00	-	4,140,750.00	444,950.00	308,876.12
10/01/2027	4,570,900.00	-	4,570,900.00	4,134,750.00	-	4,134,750.00	436,150.00	293,028.19
10/01/2028	4,572,075.00	-	4,572,075.00	4,134,000.00	-	4,134,000.00	438,075.00	284,839.96
10/01/2029	4,573,287.50	-	4,573,287.50	4,138,000.00	-	4,138,000.00	435,287.50	273,918.63
10/01/2030	4,569,325.00	-	4,569,325.00	4,136,250.00	-	4,136,250.00	433,075.00	263,757.35
10/01/2031	4,570,000.00	-	4,570,000.00	4,138,750.00	-	4,138,750.00	431,250.00	254,196.04
10/01/2032	4,581,000.00	-	4,581,000.00	4,145,000.00	-	4,145,000.00	436,000.00	248,655.91
10/01/2033	4,574,250.00	-	4,574,250.00	4,139,500.00	-	4,139,500.00	434,750.00	239,899.82
10/01/2034	3,640,250.00	-	3,640,250.00	3,207,500.00	-	3,207,500.00	432,750.00	231,046.59
10/01/2035	3,625,000.00	-	3,625,000.00	3,195,000.00	-	3,195,000.00	430,000.00	222,124.48
10/01/2036	10,644,500.00	-	10,644,500.00	10,198,000.00	-	10,198,000.00	446,500.00	223,147.38
10/01/2037	10,641,750.00	-	10,641,750.00	10,195,500.00	-	10,195,500.00	446,250.00	215,772.14
	113,788,684.38	2,987,353.13	110,801,331.25	104,080,287.50	2,873,887.50	101,206,400.00	9,594,931.25	6,693,795.53

Savings Summary

PV of savings from cash flow	6,693,795.53
Plus: Refunding funds on hand	13,583.00
Net PV Savings	6,707,378.53

SUMMARY OF BONDS REFUNDED

Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price	
Jurupa - Series 2004:						
BOND	10/01/2015	5.000%	35,000.00	07/01/2015	100.000	
	10/01/2016	5.000%	35,000.00	07/01/2015	100.000	
	10/01/2017	5.250%	35,000.00	07/01/2015	100.000	
	10/01/2018	5.250%	35,000.00	07/01/2015	100.000	
	10/01/2019	5.250%	40,000.00	07/01/2015	100.000	
	10/01/2020	5.250%	40,000.00	07/01/2015	100.000	
	10/01/2021	5.250%	45,000.00	07/01/2015	100.000	
	10/01/2022	5.000%	50,000.00	07/01/2015	100.000	
	10/01/2023	5.000%	50,000.00	07/01/2015	100.000	
	10/01/2024	5.000%	55,000.00	07/01/2015	100.000	
	10/01/2025	5.000%	55,000.00	07/01/2015	100.000	
	TERM	10/01/2026	4.750%	70,000.00	07/01/2015	100.000
		10/01/2027	4.750%	60,000.00	07/01/2015	100.000
		10/01/2028	4.750%	65,000.00	07/01/2015	100.000
10/01/2029		4.750%	65,000.00	07/01/2015	100.000	
TERM02	10/01/2030	5.000%	70,000.00	07/01/2015	100.000	
	10/01/2031	5.000%	70,000.00	07/01/2015	100.000	
	10/01/2032	5.000%	80,000.00	07/01/2015	100.000	
	10/01/2033	5.000%	80,000.00	07/01/2015	100.000	
	10/01/2034	5.000%	85,000.00	07/01/2015	100.000	
TERM03	10/01/2035	5.000%	85,000.00	07/01/2015	100.000	
	10/01/2036	5.000%	7,115,000.00	07/01/2015	100.000	
	10/01/2037	5.000%	7,475,000.00	07/01/2015	100.000	
			15,795,000.00			
Jurupa - Series 2005:						
TE_SR_01	10/01/2015	4.000%	1,375,000.00	-	-	
	10/01/2016	4.000%	1,430,000.00	10/01/2015	100.000	
	10/01/2017	5.000%	1,485,000.00	10/01/2015	100.000	
	10/01/2018	5.000%	1,570,000.00	10/01/2015	100.000	
	10/01/2019	4.000%	1,640,000.00	10/01/2015	100.000	
	10/01/2020	4.125%	1,705,000.00	10/01/2015	100.000	
	10/01/2021	4.250%	395,000.00	10/01/2015	100.000	
	10/01/2022	4.500%	1,860,000.00	10/01/2015	100.000	
	10/01/2023	5.000%	1,945,000.00	10/01/2015	100.000	
	10/01/2024	5.000%	2,045,000.00	10/01/2015	100.000	
	10/01/2025	5.000%	2,145,000.00	10/01/2015	100.000	
	TE_SR_02	10/01/2021	4.500%	1,370,000.00	10/01/2015	100.000
	TE_TM_01	10/01/2026	4.500%	2,255,000.00	10/01/2015	100.000
		10/01/2027	4.500%	2,355,000.00	10/01/2015	100.000
		10/01/2028	4.500%	2,460,000.00	10/01/2015	100.000
10/01/2029		4.500%	2,575,000.00	10/01/2015	100.000	
10/01/2030		4.500%	2,685,000.00	10/01/2015	100.000	
TE_TM_02	10/01/2031	5.000%	2,810,000.00	10/01/2015	100.000	
	10/01/2032	5.000%	2,955,000.00	10/01/2015	100.000	
	10/01/2033	5.000%	3,100,000.00	10/01/2015	100.000	
	10/01/2034	5.000%	2,320,000.00	10/01/2015	100.000	
	10/01/2035	5.000%	2,425,000.00	10/01/2015	100.000	
TE_TM_03	10/01/2036	5.000%	2,540,000.00	10/01/2015	100.000	
	10/01/2037	5.000%	2,660,000.00	10/01/2015	100.000	
			50,105,000.00			
			65,900,000.00			

ESCROW REQUIREMENTS

Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change

Period Ending	Principal	Interest	Principal Redeemed	Total
07/01/2015	-	197,396.88	15,795,000.00	15,992,396.88
10/01/2015	1,375,000.00	1,182,559.38	48,730,000.00	51,287,559.38
	1,375,000.00	1,379,956.25	64,525,000.00	67,279,956.25

ESCROW COST

Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
07/01/2015	-	67,279,956.26	67,279,956.26
	0	67,279,956.26	67,279,956.26

ESCROW SUFFICIENCY

Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
07/01/2015	15,992,396.88	67,279,956.26	51,287,559.39	51,287,559.39
10/01/2015	51,287,559.38	-	-51,287,559.38	0.01
	67,279,956.25	67,279,956.26	0.01	

ESCROW STATISTICS

Outstanding Bonds
 2015 Tax Allocation Refunding Bonds
 (Jurupa Valley Refunding Project)
 Preliminary - Subject to Change

Escrow	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
Refunding of Jurupa Valley - Series 2004J, Global Proceeds Escrow:	15,992,396.88	-	-	-	15,992,396.88	-	-
Refunding of Jurupa Valley - Series 2005, Global Proceeds Escrow:	51,287,559.38	-	-	-	50,870,293.65	-	417,265.73
	67,279,956.26				66,862,690.53	0.00	417,265.73

Delivery date 07/01/2015
 Arbitrage yield 3.294473%

SUMMARY OF REFUNDING RESULTS

Outstanding Bonds
Refunding of Jurupa Valley - Series 2004J

Dated Date	07/01/2015
Delivery Date	07/01/2015
Arbitrage yield	3.294473%
Escrow yield	-
Value of Negative Arbitrage	-
Bond Par Amount	14,595,000.00
True Interest Cost	4.189357%
Net Interest Cost	4.471252%
All-In TIC	4.318281%
Average Coupon	4.999648%
Average Life	21.438
Par amount of refunded bonds	15,795,000.00
Average coupon of refunded bonds	4.998150%
Average life of refunded bonds	21.018
PV of prior debt to 07/01/2015 @ 3.294473%	20,024,698.22
Net PV Savings	1,619,065.32
Percentage savings of refunded bonds	10.250493%
Percentage savings of refunding bonds	11.093288%

SAVINGS

Outstanding Bonds
Refunding of Jurupa Valley - Series 2004J

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 07/01/2015 @ 3.2944732%
10/01/2015	429,793.75	429,793.75	-	401,337.50	401,337.50	-	-	-
10/01/2016	822,837.50	-	822,837.50	718,750.00	-	718,750.00	104,087.50	100,467.90
10/01/2017	821,087.50	-	821,087.50	718,750.00	-	718,750.00	102,337.50	95,598.69
10/01/2018	819,250.00	-	819,250.00	718,750.00	-	718,750.00	100,500.00	90,859.39
10/01/2019	822,412.50	-	822,412.50	718,750.00	-	718,750.00	103,662.50	90,677.69
10/01/2020	820,312.50	-	820,312.50	718,750.00	-	718,750.00	101,562.50	85,979.04
10/01/2021	823,212.50	-	823,212.50	718,750.00	-	718,750.00	104,462.50	85,565.17
10/01/2022	825,850.00	-	825,850.00	718,750.00	-	718,750.00	107,100.00	84,880.21
10/01/2023	823,350.00	-	823,350.00	718,750.00	-	718,750.00	104,600.00	80,226.49
10/01/2024	825,850.00	-	825,850.00	718,750.00	-	718,750.00	107,100.00	79,480.00
10/01/2025	823,100.00	-	823,100.00	718,750.00	-	718,750.00	104,350.00	74,941.34
10/01/2026	835,350.00	-	835,350.00	718,750.00	-	718,750.00	116,600.00	80,998.18
10/01/2027	822,025.00	-	822,025.00	718,750.00	-	718,750.00	103,275.00	69,446.41
10/01/2028	824,175.00	-	824,175.00	718,750.00	-	718,750.00	105,425.00	68,593.07
10/01/2029	821,087.50	-	821,087.50	718,750.00	-	718,750.00	102,337.50	64,433.83
10/01/2030	823,000.00	-	823,000.00	718,750.00	-	718,750.00	104,250.00	63,508.89
10/01/2031	819,500.00	-	819,500.00	718,750.00	-	718,750.00	100,750.00	59,392.17
10/01/2032	826,000.00	-	826,000.00	718,750.00	-	718,750.00	107,250.00	61,165.68
10/01/2033	822,000.00	-	822,000.00	718,750.00	-	718,750.00	103,250.00	56,977.87
10/01/2034	823,000.00	-	823,000.00	718,750.00	-	718,750.00	104,250.00	55,661.69
10/01/2035	818,750.00	-	818,750.00	718,750.00	-	718,750.00	100,000.00	51,661.30
10/01/2036	7,844,500.00	-	7,844,500.00	7,728,750.00	-	7,728,750.00	115,750.00	57,848.36
10/01/2037	7,848,750.00	-	7,848,750.00	7,733,250.00	-	7,733,250.00	115,500.00	55,846.91
	32,585,193.75	429,793.75	32,155,400.00	30,238,337.50	401,337.50	29,837,000.00	2,318,400.00	1,614,210.31

Savings Summary

PV of savings from cash flow	1,614,210.31
Plus: Refunding funds on hand	4,855.01
Net PV Savings	1,619,065.32

PRIOR BOND DEBT SERVICE

Outstanding Bonds
Refunding of Jurupa Valley - Series 2004J

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2015	35,000	5.000%	394,793.75	429,793.75	429,793.75
04/01/2016	-	-	393,918.75	393,918.75	-
10/01/2016	35,000	5.000%	393,918.75	428,918.75	822,837.50
04/01/2017	-	-	393,043.75	393,043.75	-
10/01/2017	35,000	5.250%	393,043.75	428,043.75	821,087.50
04/01/2018	-	-	392,125.00	392,125.00	-
10/01/2018	35,000	5.250%	392,125.00	427,125.00	819,250.00
04/01/2019	-	-	391,206.25	391,206.25	-
10/01/2019	40,000	5.250%	391,206.25	431,206.25	822,412.50
04/01/2020	-	-	390,156.25	390,156.25	-
10/01/2020	40,000	5.250%	390,156.25	430,156.25	820,312.50
04/01/2021	-	-	389,106.25	389,106.25	-
10/01/2021	45,000	5.250%	389,106.25	434,106.25	823,212.50
04/01/2022	-	-	387,925.00	387,925.00	-
10/01/2022	50,000	5.000%	387,925.00	437,925.00	825,850.00
04/01/2023	-	-	386,675.00	386,675.00	-
10/01/2023	50,000	5.000%	386,675.00	436,675.00	823,350.00
04/01/2024	-	-	385,425.00	385,425.00	-
10/01/2024	55,000	5.000%	385,425.00	440,425.00	825,850.00
04/01/2025	-	-	384,050.00	384,050.00	-
10/01/2025	55,000	5.000%	384,050.00	439,050.00	823,100.00
04/01/2026	-	-	382,675.00	382,675.00	-
10/01/2026	70,000	4.750%	382,675.00	452,675.00	835,350.00
04/01/2027	-	-	381,012.50	381,012.50	-
10/01/2027	60,000	4.750%	381,012.50	441,012.50	822,025.00
04/01/2028	-	-	379,587.50	379,587.50	-
10/01/2028	65,000	4.750%	379,587.50	444,587.50	824,175.00
04/01/2029	-	-	378,043.75	378,043.75	-
10/01/2029	65,000	4.750%	378,043.75	443,043.75	821,087.50
04/01/2030	-	-	376,500.00	376,500.00	-
10/01/2030	70,000	5.000%	376,500.00	446,500.00	823,000.00
04/01/2031	-	-	374,750.00	374,750.00	-
10/01/2031	70,000	5.000%	374,750.00	444,750.00	819,500.00
04/01/2032	-	-	373,000.00	373,000.00	-
10/01/2032	80,000	5.000%	373,000.00	453,000.00	826,000.00
04/01/2033	-	-	371,000.00	371,000.00	-
10/01/2033	80,000	5.000%	371,000.00	451,000.00	822,000.00
04/01/2034	-	-	369,000.00	369,000.00	-
10/01/2034	85,000	5.000%	369,000.00	454,000.00	823,000.00
04/01/2035	-	-	366,875.00	366,875.00	-
10/01/2035	85,000	5.000%	366,875.00	451,875.00	818,750.00
04/01/2036	-	-	364,750.00	364,750.00	-
10/01/2036	7,115,000	5.000%	364,750.00	7,479,750.00	7,844,500.00
04/01/2037	-	-	186,875.00	186,875.00	-
10/01/2037	7,475,000	5.000%	186,875.00	7,661,875.00	7,848,750.00
	15,795,000		16,790,193.75	32,585,193.75	32,585,193.75

SUMMARY OF REFUNDING RESULTS

Outstanding Bonds
Refunding of Jurupa Valley - Series 2005

Dated Date	07/01/2015
Delivery Date	07/01/2015
Arbitrage yield	3.294473%
Escrow yield	-
Value of Negative Arbitrage	-
Bond Par Amount	45,720,000.00
True Interest Cost	3.479209%
Net Interest Cost	3.828476%
All-In TIC	3.662918%
Average Coupon	4.948913%
Average Life	12.429
Par amount of refunded bonds	50,105,000.00
Average coupon of refunded bonds	4.822884%
Average life of refunded bonds	12.625
PV of prior debt to 07/01/2015 @ 3.294473%	58,153,939.13
Net PV Savings	5,088,313.20
Percentage savings of refunded bonds	10.155300%
Percentage savings of refunding bonds	11.129294%

SAVINGS

Outstanding Bonds
Refunding of Jurupa Valley - Series 2005

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 07/01/2015 @ 3.2944732%
10/01/2015	2,557,559.38	2,557,559.38	-0.01	2,472,550.00	2,472,550.00	-	-0.01	-0.00
10/01/2016	3,740,118.75	-	3,740,118.75	3,407,150.00	-	3,407,150.00	332,968.75	321,365.89
10/01/2017	3,737,918.75	-	3,737,918.75	3,407,700.00	-	3,407,700.00	330,218.75	308,343.65
10/01/2018	3,748,668.75	-	3,748,668.75	3,417,050.00	-	3,417,050.00	331,618.75	299,441.04
10/01/2019	3,740,168.75	-	3,740,168.75	3,410,850.00	-	3,410,850.00	329,318.75	287,652.91
10/01/2020	3,739,568.75	-	3,739,568.75	3,407,650.00	-	3,407,650.00	331,918.75	280,544.17
10/01/2021	3,729,237.50	-	3,729,237.50	3,397,250.00	-	3,397,250.00	331,987.50	271,514.53
10/01/2022	3,745,800.00	-	3,745,800.00	3,414,250.00	-	3,414,250.00	331,550.00	262,437.76
10/01/2023	3,747,100.00	-	3,747,100.00	3,416,500.00	-	3,416,500.00	330,600.00	253,269.36
10/01/2024	3,749,850.00	-	3,749,850.00	3,419,500.00	-	3,419,500.00	330,350.00	244,880.01
10/01/2025	3,747,600.00	-	3,747,600.00	3,418,000.00	-	3,418,000.00	329,600.00	236,407.67
10/01/2026	3,750,350.00	-	3,750,350.00	3,422,000.00	-	3,422,000.00	328,350.00	227,877.94
10/01/2027	3,748,875.00	-	3,748,875.00	3,416,000.00	-	3,416,000.00	332,875.00	223,581.78
10/01/2028	3,747,900.00	-	3,747,900.00	3,415,250.00	-	3,415,250.00	332,650.00	216,246.89
10/01/2029	3,752,200.00	-	3,752,200.00	3,419,250.00	-	3,419,250.00	332,950.00	209,484.80
10/01/2030	3,746,325.00	-	3,746,325.00	3,417,500.00	-	3,417,500.00	328,825.00	200,248.45
10/01/2031	3,750,500.00	-	3,750,500.00	3,420,000.00	-	3,420,000.00	330,500.00	194,803.87
10/01/2032	3,755,000.00	-	3,755,000.00	3,426,250.00	-	3,426,250.00	328,750.00	187,490.24
10/01/2033	3,752,250.00	-	3,752,250.00	3,420,750.00	-	3,420,750.00	331,500.00	182,921.94
10/01/2034	2,817,250.00	-	2,817,250.00	2,488,750.00	-	2,488,750.00	328,500.00	175,384.90
10/01/2035	2,806,250.00	-	2,806,250.00	2,476,250.00	-	2,476,250.00	330,000.00	170,463.18
10/01/2036	2,800,000.00	-	2,800,000.00	2,469,250.00	-	2,469,250.00	330,750.00	165,299.02
10/01/2037	2,793,000.00	-	2,793,000.00	2,462,250.00	-	2,462,250.00	330,750.00	159,925.24
	81,203,490.63	2,557,559.38	78,645,931.25	73,841,950.00	2,472,550.00	71,369,400.00	7,276,531.25	5,079,585.21

Savings Summary

PV of savings from cash flow	5,079,585.21
Plus: Refunding funds on hand	8,727.99
Net PV Savings	5,088,313.20

PRIOR BOND DEBT SERVICE

Outstanding Bonds
Refunding of Jurupa Valley - Series 2005

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2015	1,375,000	4.000%	1,182,559.38	2,557,559.38	2,557,559.38
04/01/2016	-	-	1,155,059.38	1,155,059.38	-
10/01/2016	1,430,000	4.000%	1,155,059.38	2,585,059.38	3,740,118.75
04/01/2017	-	-	1,126,459.38	1,126,459.38	-
10/01/2017	1,485,000	5.000%	1,126,459.38	2,611,459.38	3,737,918.75
04/01/2018	-	-	1,089,334.38	1,089,334.38	-
10/01/2018	1,570,000	5.000%	1,089,334.38	2,659,334.38	3,748,668.75
04/01/2019	-	-	1,050,084.38	1,050,084.38	-
10/01/2019	1,640,000	4.000%	1,050,084.38	2,690,084.38	3,740,168.75
04/01/2020	-	-	1,017,284.38	1,017,284.38	-
10/01/2020	1,705,000	4.125%	1,017,284.38	2,722,284.38	3,739,568.75
04/01/2021	-	-	982,118.75	982,118.75	-
10/01/2021	1,765,000	** %	982,118.75	2,747,118.75	3,729,237.50
04/01/2022	-	-	942,900.00	942,900.00	-
10/01/2022	1,860,000	4.500%	942,900.00	2,802,900.00	3,745,800.00
04/01/2023	-	-	901,050.00	901,050.00	-
10/01/2023	1,945,000	5.000%	901,050.00	2,846,050.00	3,747,100.00
04/01/2024	-	-	852,425.00	852,425.00	-
10/01/2024	2,045,000	5.000%	852,425.00	2,897,425.00	3,749,850.00
04/01/2025	-	-	801,300.00	801,300.00	-
10/01/2025	2,145,000	5.000%	801,300.00	2,946,300.00	3,747,600.00
04/01/2026	-	-	747,675.00	747,675.00	-
10/01/2026	2,255,000	4.500%	747,675.00	3,002,675.00	3,750,350.00
04/01/2027	-	-	696,937.50	696,937.50	-
10/01/2027	2,355,000	4.500%	696,937.50	3,051,937.50	3,748,875.00
04/01/2028	-	-	643,950.00	643,950.00	-
10/01/2028	2,460,000	4.500%	643,950.00	3,103,950.00	3,747,900.00
04/01/2029	-	-	588,600.00	588,600.00	-
10/01/2029	2,575,000	4.500%	588,600.00	3,163,600.00	3,752,200.00
04/01/2030	-	-	530,662.50	530,662.50	-
10/01/2030	2,685,000	4.500%	530,662.50	3,215,662.50	3,746,325.00
04/01/2031	-	-	470,250.00	470,250.00	-
10/01/2031	2,810,000	5.000%	470,250.00	3,280,250.00	3,750,500.00
04/01/2032	-	-	400,000.00	400,000.00	-
10/01/2032	2,955,000	5.000%	400,000.00	3,355,000.00	3,755,000.00
04/01/2033	-	-	326,125.00	326,125.00	-
10/01/2033	3,100,000	5.000%	326,125.00	3,426,125.00	3,752,250.00
04/01/2034	-	-	248,625.00	248,625.00	-
10/01/2034	2,320,000	5.000%	248,625.00	2,568,625.00	2,817,250.00
04/01/2035	-	-	190,625.00	190,625.00	-
10/01/2035	2,425,000	5.000%	190,625.00	2,615,625.00	2,806,250.00
04/01/2036	-	-	130,000.00	130,000.00	-
10/01/2036	2,540,000	5.000%	130,000.00	2,670,000.00	2,800,000.00
04/01/2037	-	-	66,500.00	66,500.00	-
10/01/2037	2,660,000	5.000%	66,500.00	2,726,500.00	2,793,000.00
	50,105,000		31,098,490.63	81,203,490.63	81,203,490.63

DISCLAIMER

Outstanding Bonds
2015 Tax Allocation Refunding Bonds
(Jurupa Valley Refunding Project)
Preliminary - Subject to Change

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This presentation is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment, nor are we acting as a fiduciary to you. By accepting this presentation, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a 'Transaction').

Prior to entering into any Transaction, you should determine, without reliance upon us or our affiliates, the economic risks and merits (and independently determine that you are able to assume these risks) as well as the legal, tax and accounting characterizations and consequences of any such Transaction. In this regard, by accepting this presentation, you acknowledge that (a) we are not in the business of providing (and you are not relying on us for) legal, tax or accounting advice, (b) there may be legal, tax or accounting risks associated with any Transaction, (c) you should receive (and rely on) separate and qualified legal, tax and accounting advice and (d) you should apprise senior management in your organization as to such legal, tax and accounting advice (and any risks associated with any Transaction) and our disclaimer as to these matters. By acceptance of these materials, you and we hereby agree that from the commencement of discussions with respect to any Transaction, and notwithstanding any other provision in this presentation, we hereby confirm that no participant in any Transaction shall be limited from disclosing the U.S. tax treatment or U.S. tax structure of such Transaction.

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We are required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with us. We will ask for your complete name, street address, and taxpayer ID number. We may also request corporate formation documents, or other forms of identification, to verify information provided.

Any prices or levels contained herein are preliminary and indicative only and do not represent bids or offers. These indications are provided solely for your information and consideration, are subject to change at any time without notice and are not intended as a solicitation with respect to the purchase or sale of any instrument. The information contained in this presentation may include results of analyses from a quantitative model which represent potential future events that may or may not be realized, and is not a complete analysis of every material fact representing any product. Any estimates included herein constitute our judgment as of the date hereof and are subject to change without any notice. We and/or our affiliates may make a market in these instruments for our customers and for our own account. Accordingly, we may have a position in any such instrument at any time.

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The extension of commercial loans or other products or services to you by Citibank, N.A. ('Citibank') or any of its subsidiaries will not be conditioned on your taking other products or services offered by Citibank or any of its subsidiaries or affiliates, unless such a condition is permitted under an exception to the Anti-tying Rules.

We will not vary the price or other terms of any product or service offered by Citibank or its subsidiaries on the condition that you purchase another product or service from Citibank or any Citi affiliate, unless we are authorized to do so under an exception to the Anti-tying Rules.

We will not require you to provide property or services to Citibank or any affiliate of Citibank as a condition to the extension of a commercial loan to you by Citibank or any of its subsidiaries, unless such a requirement is reasonably required to protect the safety and soundness of the loan.

We will not require you to refrain from doing business with a competitor of Citi or any of its affiliates as a condition to receiving a commercial loan from Citibank or any of its subsidiaries, unless the requirement is reasonably designed to ensure the soundness of the loan.

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§ _____
**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
MID-COUNTY REDEVELOPMENT PROJECT AREA
2015 Tax Allocation Refunding Bonds, Series C**

BOND PURCHASE AGREEMENT

_____, 2015

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 Raymond, James & Associates, Inc., (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 2015 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] [less] a [net] original issue [premium] [discount] 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 _____ 1, 2015, 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 _____, 2015 (the "Agency Resolution"). The issuance of the Bonds was approved by the Oversight Board for the Agency by resolution on _____, 2015 (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").

Certain maturities of the Bonds shall be insured under a municipal bond insurance policy (the "Policy") from [INSURER] (the "Insurer"), as shown on Exhibit A (the "Insured Bonds").

The net proceeds of the Bonds will be used to refund the Redevelopment Agency for the County of Riverside's (the "Former Agency") outstanding Mid-County Redevelopment Project Area 2004 Tax Allocation Bonds, Series C (the "2004 Bonds"), originally issued in the aggregate principal amount of \$6,125,000, and the Former Agency's outstanding Mid-County Redevelopment Project Area 2005 Tax Allocation Bonds, Series C (the "2005 Bonds" and, collectively with the 2004 Bonds, the "Prior Bonds"), originally issued in the aggregate principal amount of \$12,385,000.

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 _____, 2015, relating to the Bonds (the "Preliminary Official Statement"), which was approved by a resolution of the Agency adopted on _____, 2015 (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).

(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 Underwrites 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).

(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 ____, 2015, 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 _____, 2015, 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 has 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.

(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 2013/14 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. (l) 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 Barthe & Wahrman, PA, 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 Insured 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 Underwriter's 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
2015 TAX ALLOCATION REFUNDING BONDS, SERIES C**

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

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to Citigroup Global Markets Inc., on behalf of itself and [Raymond James Financial, Incorporated] (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 2015 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 _____, 2015, 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 _____, 2015.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE COUNTY
OF RIVERSIDE

By _____
Authorized Officer

INDENTURE OF TRUST

Dated as of _____, 2015

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
Mid-County Redevelopment Project Area
2015 Tax Allocation Refunding Bonds, Series C**

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EXHIBIT A FORM OF 2015 SERIES C BOND

INDENTURE OF TRUST

This INDENTURE OF TRUST (this "Indenture") is made and entered into as of _____ 1, 2015, 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 Mid-County 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 two loans (collectively, the "1997 Loans") from the Riverside County Public Financing Authority (the "Authority") pursuant to a Loan Agreement in the original principal amount of \$5,430,000, dated as of September 1, 1997, with respect to Project Area No. 3 (now part of the herein defined Project Area), and 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., and pursuant to a Loan Agreement in the original principal amount of \$8,955,000, dated as of September 1, 1997, with respect to Project Area No. 3-1989 (now part of the hereinafter defined Project Area), and 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. (collectively, the "1997 Loan Agreements"); and

WHEREAS, for the purpose of providing funds to refinance the 1997 Loan Agreements in full and 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 Mid-County Redevelopment Project Area 2004 Tax Allocation Bonds, Series C, in the aggregate principal amount of \$6,125,000 (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 Mid-County Redevelopment Project Area 2005 Tax Allocation Bonds, Series C in the aggregate principal amount of \$12,385,000 (the "2005 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 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 Mid-County Redevelopment Project Area 2006 Tax Allocation Bonds, Series C in the aggregate principal amount of \$11,775,000 (the "2006 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 July 1, 2010, by and between the Former Agency and the Trustee (the "2010 Indenture") its Redevelopment Agency For the County of Riverside Mid-County Redevelopment Project Area 2010 Tax Allocation Bonds, Series C, in the aggregate principal amount of \$5,645,000 (the "2010 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 2004 Indenture, the 2005 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, the Successor Agency has determined that it will 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 Mid-County Redevelopment Project Area 2015 Tax Allocation Refunding Bonds, Series C (the "2015 Series C Bonds") in order to refund, on a current basis, the outstanding 2004 Bonds and the 2005 Bonds; and

WHEREAS, debt service on the 2015 Series C Bonds will be payable on a parity basis with the debt service on the 2006 Bonds and the 2010 Bonds; and

WHEREAS, in order to provide for the authentication and delivery of the 2015 Series C Bonds, to establish and declare the terms and conditions upon which the 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 other wise 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, 2015.

“Bonds” means, collectively, the 2015 Series C Bonds and, if the context requires, the 2006 Bonds the 2010 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 2015 Series C 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 2015 Series C Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2015 Series C 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 2015 Series C 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 2015 Series C Bonds and any other cost, charge or fee in connection with the original issuance of the 2015 Series C 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 2005 Tax Allocation Housing Refunding Bonds, Series A, (iii) the Former Agency's 2010 Tax Allocation Housing Bonds, Series A, (iv) the Former Agency's 2010 Tax Allocation Housing Bonds, Series A 2010 Taxable Tax Allocation Housing Bonds, Series A-T, (v) the Former Agency's 2011 Tax Allocation Housing Bonds, Series A, and (vi) the Former Agency's 2011 Taxable Tax Allocation Housing Bonds, Series A-T, (vii) the Successor Agency's 2014 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 insuring the payment when due of the principal of an interest on the 2015 Series C Bonds as provided therein.

“Insured Bonds” means the 2015 Series C Bonds maturing October 1, 20___, to and including October 1, 20___.

“Insurer” means _____, as issuer of the 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, 2015, for so long as any of the 2015 Series C 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, _____, as the original purchasers of the 2015 Series C 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 2010 Bonds, and any other bonds, notes, loans, advances or other indebtedness issued or incurred by the Successor Agency on a parity with the 2015 Series C Bonds, the 2006 Bonds and the 2010 Bonds pursuant to Section 3.05.

“Parity Debt Instrument” means the 2006 Indenture the 2010 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 Mid-County 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 2010 Indenture known as the “2010 Mid-County Redevelopment Project Area Special Fund”, which is held by the Successor Agency and which is herein referred to as the “2010 Special Fund,” and (iii) 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 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, 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 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 Mid-County Redevelopment Project Area approved by Ordinance No. 637 of the Board adopted December 23, 1986, 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 2015 Series C 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 2015 Series C 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 Requirement” means, with respect to the 2015 Series C Bonds or any Parity Debt (including the 2006 Bonds and the 2010 Bonds), as of any calculation date, the least of (i) ten percent (10%) of the original principal amount of the 2015 Series C Bonds or Parity Debt, as applicable, provided that if the original issue discount of the 2015 Series C 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 2015 Series C 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 2015 Series C Bonds or Parity Debt, as applicable, or (iii) 125% of average Annual Debt Service on the 2015 Series C 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 meeting the requirements of Section 4.03(d) hereof. 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. The calculation of the Reserve Requirement may, at the option of the Successor Agency, be made with respect to the 2015 Series C Bonds and all Parity Debt, including the 2006 Bonds and the 2010 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 2015 Series C Bonds and Parity Debt to enable the Trustee to track the investment of the proceeds of the 2015 Series C Bonds and all 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 2015 Series C 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.

“2004 Bonds” means the Former Agency’s \$6,125,000 aggregate principal amount of Redevelopment Agency For the County of Riverside Mid-County Redevelopment Project Area 2004 Tax Allocation Bonds, Series C.

“2004 Bonds Refunding Instructions” means those Irrevocable Refunding Instructions dated the date of issuance and delivery of the 2015 Series C Bonds relating to the defeasance and refunding of the 2004 Bonds, executed by the Successor Agency and delivered to The Bank of New York Mellon Trust Company, N.A., as trustee of the 2004 Bonds.

“2004 Indenture” means the Indenture of Trust dated as of December 1, 2004, 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.

“2005 Bonds” means the Former Agency’s \$12,385,000 aggregate principal amount of Redevelopment Agency For the County of Riverside Mid-County Redevelopment Project Area 2005 Tax Allocation Bonds, Series C.

“2005 Bonds Refunding Instructions” means those Irrevocable Refunding Instructions dated the date of issuance and delivery of the 2015 Series C Bonds relating to the defeasance and refunding of the 2005 Bonds, executed by the Successor Agency and delivered to The Bank of New York Mellon Trust Company, N.A., as trustee of the 2005 Bonds.

“2005 Indenture” means the Indenture of Trust dated as of September 1, 2005, 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.

“2006 Bonds” means the Former Agency’s \$11,775,000 aggregate principal amount of Redevelopment Agency For the County of Riverside Mid-County Redevelopment Project Area 2006 Tax Allocation Bonds, Series C.

“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.

“2010 Bonds” means the Former Agency’s \$5,645,000 aggregate principal amount of Redevelopment Agency For the County of Riverside Mid-County Redevelopment Project Area 2010 Tax Allocation Bonds, Series C.

“2010 Indenture” means the Indenture of Trust dated as of July 1, 2010, 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.

“2015 Series C Subaccount of the Reserve Account” means the subaccount by that name established and held by the Trustee pursuant to Section 4.03(d) hereof.

“2015 Series C Term Bonds” means the 2015 Series C 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 2015 Series C Bonds

SECTION 2.01. Authorization and Purpose of 2015 Series C Bonds. The 2015 Series C Bonds in the aggregate principal amount of _____ 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 2004 Bonds and the 2005 Bonds. The 2015 Series C 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 2015 Series C Bonds shall be designated the "Successor Agency to the Redevelopment Agency For the County of Riverside Mid-County Redevelopment Project Area 2015 Tax Allocation Refunding Bonds, Series C."

SECTION 2.02. Terms of the 2015 Series C Bonds. The 2015 Series C Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no 2015 Series C Bond shall have more than one maturity date. The 2015 Series C 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:

2015 Series C Bonds

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2037		

Interest on the 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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, 2015, 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 2015 Series C Bonds.

(a) Optional Redemption. The 2015 Series C Bonds maturing on or before October 1, 20__, are not subject to optional redemption prior to maturity. The 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C Bonds. The 2015 Series C 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[s], 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[s]; *provided, however*, that if some but not all of such 2015 Series C 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 2015 Series C Bonds shall be reduced by the aggregate principal amount of such 2015 Series C 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).

2015 Series C Term Bonds Maturing October 1, 20__

Sinking Account
Redemption Date
(October 1)

Principal Amount
To Be Redeemed

2015 Series C Term Bonds Maturing October 1, 20__

Sinking Account
Redemption Date
(October 1)

Principal Amount
To Be Redeemed

In lieu of redemption of the 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C Bonds to be redeemed, shall state the individual number of each 2015 Series C Bond to be redeemed or state that all 2015 Series C Bonds between two stated numbers (both inclusive) or shall state that all of the 2015 Series C Bonds Outstanding of one or more maturities are to be redeemed, and shall require

that such 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C Bonds being redeemed with the proceeds of such check or other transfer.

(d) Partial Redemption of 2015 Series C Bonds. In the event only a portion of any 2015 Series C 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 2015 Series C Bond or 2015 Series C Bonds of the same interest rate and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2015 Series C Bond or 2015 Series C 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 2015 Series C Bonds so called for redemption shall have been duly deposited with the Trustee, such 2015 Series C 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 2015 Series C Bonds of a maturity, the Trustee shall select the 2015 Series C 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 2015 Series C Bonds shall be deemed to be comprised of separate \$5,000 denominations and such separate denominations shall be treated as separate 2015 Series C Bonds which may be separately redeemed.

SECTION 2.04. Form of 2015 Series C Bonds. The 2015 Series C 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 2015 Series C Bonds. The 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C Bond any such person shall not have been such officer of the Successor Agency.

Only such of the 2015 Series C 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 2015 Series C Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary 2015 Series C Bonds are issued pursuant to Section 2.09 hereof, the temporary 2015 Series C 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 2015 Series C Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive 2015 Series C Bonds authenticated and delivered hereunder.

SECTION 2.06. Transfer of 2015 Series C Bonds. Any 2015 Series C 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 2015 Series C Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Trustee. Transfer of any 2015 Series C Bond shall not be permitted by the Trustee during the fifteen (15) day period preceding the selection of 2015 Series C Bonds for redemption or if such 2015 Series C Bond has been selected for redemption pursuant to Article IV. Whenever any 2015 Series C Bond or 2015 Series C Bonds shall be surrendered for transfer, the Successor Agency shall execute and the Trustee shall authenticate and shall deliver a new 2015 Series C Bond or 2015 Series C Bonds for a like aggregate principal amount and of like maturity. The Trustee may require the 2015 Series C 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 2015 Series C 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 2015 Series C Bonds. Any 2015 Series C Bond may be exchanged at the Office of the Trustee for a like aggregate principal amount of 2015 Series C Bonds of other authorized denominations and of like maturity. Exchange of any 2015 Series C Bond shall not be permitted during the fifteen (15) day period preceding the selection of 2015 Series C Bonds for redemption or if such 2015 Series C Bond has been selected for redemption pursuant to Article IV. The Trustee may require the 2015 Series C 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 2015 Series C 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 2015 Series C 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, 2015 Series C Bonds as hereinbefore provided.

SECTION 2.09. Temporary Bonds. The 2015 Series C Bonds may be initially issued in temporary form exchangeable for definitive 2015 Series C Bonds when ready for delivery. The temporary 2015 Series C 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 2015 Series C Bond shall be executed by the Successor Agency upon the same conditions and in substantially the same manner as the definitive 2015 Series C Bonds. If the Successor Agency issues temporary 2015 Series C Bonds it will execute and furnish definitive 2015 Series C Bonds without delay, and thereupon the temporary 2015 Series C 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 2015 Series C Bonds an equal aggregate principal amount of definitive 2015 Series C Bonds of authorized denominations. Until so exchanged, the temporary 2015 Series C Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive 2015 Series C Bonds authenticated and delivered hereunder.

SECTION 2.10. 2015 Series C Bonds Mutilated, Lost, Destroyed or Stolen. If any 2015 Series C Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such 2015 Series C Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new 2015 Series C Bond of like tenor and series in exchange and substitution for the 2015 Series C Bond so mutilated, but only upon surrender to the Trustee of the 2015 Series C Bond so mutilated. Every mutilated 2015 Series C Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Successor Agency. If any 2015 Series C 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 2015 Series C Bond of like tenor and series in lieu of and in substitution for the 2015 Series C Bond so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new 2015 Series C Bond issued under this Section and of the expenses which may be incurred by the Trustee in connection therewith. Any 2015 Series C Bond issued under the provisions of this Section in lieu of any 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C Bonds. Upon initial delivery, the ownership of each such 2015 Series C 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 2015 Series C Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to 2015 Series C 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 2015 Series C 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 2015 Series C Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a 2015 Series C Bond Owner as shown in the Registration Books, of any notice with respect to the 2015 Series C Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the 2015 Series C Bonds to be redeemed in the event the Successor Agency elects to redeem the 2015 Series C Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a 2015 Series C Bond Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the 2015 Series C Bonds or (v) any consent given or other action taken by the Depository as Owner of the 2015 Series C Bonds. The Successor Agency and the Trustee may treat and consider the person in whose name each 2015 Series C Bond is registered as the absolute owner of such 2015 Series C Bond for the purpose of payment of principal of and premium, if any, and interest on such 2015 Series C Bond, for the purpose of giving notices of redemption and other matters with respect to such 2015 Series C Bond, for the purpose of registering transfers of ownership of such 2015 Series C Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and the interest and premium, if any, on the 2015 Series C 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 2015 Series C Bonds to the extent of the sum or sums so paid. No person other than a 2015 Series C Bond Owner shall receive a 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C Bonds other than the 2015 Series C 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 2015 Series C 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 2015 Series C Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the 2015 Series C Bonds, and by surrendering the 2015 Series C Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement 2015 Series C Bonds are to be issued. The Depository, by accepting delivery of the 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C Bonds that they be able to obtain certificated 2015 Series C Bonds, the Successor Agency may notify the Depository System Participants of the availability of such certificated 2015 Series C Bonds through the Depository. In such event, the Trustee will issue, transfer and exchange 2015 Series C 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 2015 Series C Bonds to any Depository System Participant having 2015 Series C 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 2015 Series C 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 2015 Series C Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such 2015 Series C Bond and all notices with respect to such 2015 Series C 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 2015 SERIES C BONDS ISSUANCE OF PARITY DEBT

SECTION 3.01. Issuance of 2015 Series C Bonds. Upon the execution and delivery of this Indenture, the Successor Agency shall execute and deliver 2015 Series C Bonds in the aggregate principal amount of \$_____ to the Trustee and the Trustee shall authenticate and deliver the 2015 Series C 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 2015 Series C Bonds received from the Original Purchaser in the amount of \$_____ (being the initial aggregate principal amount of the 2015 Series C 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 2015 Series C Bonds in the amount of \$_____, and (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).

The net proceeds of the 2015 Series C Bonds (being \$_____) shall be deposited in as follows:

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

(b) The Trustee shall deposit the amount of \$_____ into the 2015 Series C Subaccount of the Reserve Account created as set forth in Section 4.03, in order to satisfy the Reserve Requirement with respect to the 2015 Series C Bonds; and

(c) The Trustee shall deposit the amount of \$_____, being the remainder of the proceeds of the 2015 Series C Bonds, in the Refunding Fund.

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 2015 Series C 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 2015 Series C Bonds, the Trustee shall disburse the \$_____ on deposit in the Refunding Fund as follows:

(i) \$_____ shall be transferred to The Bank of New York Mellon Trust Company, N.A. as trustee of the 2004 Bonds, for deposit and application under and pursuant to the 2004 Bonds Refunding Instructions; and

(iii) \$_____ shall be transferred to The Bank of New York Mellon Trust Company, N.A. as trustee of the 2005 Bonds, for deposit and application under and pursuant to the 2005 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 2015 Series C Bonds, the 2006 Bonds and the 2010 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 2015 Series C 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 2015 Series C 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 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 2015 Series C Bonds, the 2006 Bonds and the 2010 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 2015 Series C Bonds, the 2006 Bonds and the 2010 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 2015 Series C Bonds shall be also equally secured by the pledge and lien created with respect to the 2015 Series C 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 2015 Series C Bonds and the bonds described in (i) above. 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 2015 Series C Bonds.

(c) In consideration of the acceptance of the 2015 Series C 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 2015 Series C 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 2015 Series C Bonds without preference, priority or distinction as to security or otherwise of any of the 2015 Series C 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 Mid-County 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C 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 fourth (4th) Business Day preceding each date on which interest on the 2015 Series C 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 2015 Series C 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 2015 Series C 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 2015 Series C Bonds as it shall become due and payable (including accrued interest on any 2015 Series C Bonds purchased or redeemed prior to maturity pursuant to this Indenture).

(b) Principal Account. On or before the fourth (4th) Business Day preceding each date on which principal of the 2015 Series C 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 2015 Series C 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 2015 Series C Bonds upon the maturity thereof.

(c) Sinking Account. On or before the fourth (4th) Business Day preceding each October 1 on which any Outstanding 2015 Series C Term Bonds become subject to mandatory redemption, or otherwise for purchases of 2015 Series C 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 2014 Series C 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 2015 Series C Term Bonds as it shall become due and payable upon redemption or purchase.

(d) Reserve Account. Amounts on deposit in the 2015 Series C 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 2015 Series C Bonds and any other Parity Debt hereafter issued that the Successor Agency elects to be secured by the 2015 Series C Subaccount of the Reserve Account. In the event that the Successor Agency elects to secure additional Parity Debt with the 2015 Series C 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 2015 Series C 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 2015 Series C Bonds and any other Parity Debt is calculated on a combined basis, the Trustee shall establish separate subaccounts for the proceeds of the 2015 Series C Bonds and all Parity Debt to enable the Trustee to track the investment of the proceeds of the 2015 Series C 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 2015 Series C Bonds has been made, and shall hereafter be made, without regard to the 2006 Bonds and the 2010 Bonds.

(e) Redemption Account. On or before the Business Day preceding any date on which 2015 Series C Bonds are subject to redemption, other than mandatory Sinking Account redemption of 2015 Series C 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 2015 Series C 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 2015 Series C Bonds upon the redemption thereof, on the date set for such redemption, other than mandatory Sinking Account redemption of 2015 Series C Term Bonds. Notwithstanding the foregoing, at any time prior to giving notice of redemption of any such 2015 Series C 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 2015 Series C Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest on 2015 Series C 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 2015 Series C 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 2015 Series C Bonds and Parity Debt as it becomes due, the 2015 Series C 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. [to come]

SECTION 4.05. Rights of the Insurer. [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 2015 Series C 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 2015 Series C 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.