

March __, 2026

City of Riverside
Variable Rate Refunding Certificates of Participation
(Riverside Renaissance Projects), Series 2008
Fee Letter

City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: City Treasurer

Ladies and Gentlemen:

Reference is made to (i) the Reimbursement Agreement, dated as of April 1, 2008 (the “**Original Agreement**”), among the City of Riverside (“**City**”), the Riverside Public Financing Authority (the “**Authority**”) and Bank of America, N.A. (the “**Bank**”) relating to the City of Riverside Variable Rate Refunding Certificates of Participation (Riverside Renaissance Projects), Series 2008, as amended by the First Amendment to Reimbursement Agreement, dated as of March 24, 2010 (the “**First Amendment**”), as further amended by the Second Amendment to Reimbursement Agreement, dated as of March 7, 2012 (the “**Second Amendment**”), as further amended by the Third Amendment to Reimbursement Agreement, dated as of March 5, 2015 (the “**Third Amendment**”) and as further amended by the Fourth Amendment to Reimbursement Agreement, dated as of March 6, 2018 (the “**Fourth Amendment**”), the Fifth Amendment to Reimbursement Agreement, dated as of February 25, 2021 (the “**Fifth Amendment**”); and the Sixth Amendment to Reimbursement Agreement, dated as of March 8, 2023 (the “**Sixth Amendment**”), and the Seventh Amendment to Reimbursement Agreement, dated as of May __, 2026 (the “**Seventh Amendment**,” and together with the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, the “**Agreement**”), in each case among the City, the Authority and the Bank, and (ii) the letter agreement regarding fees and expenses dated as of March 8, 2023, between the Bank and the City (the “**2023 Fee Letter**”). This letter agreement (this “**Fee Letter**”) amends and restates the 2023 Fee Letter in its entirety, other than as set forth in paragraph (1) hereof. Any capitalized term below that is defined in the Agreement shall have the same meaning when used herein. This Fee Letter is the Fee Letter described in the Agreement.

In order to induce the Bank to enter into the Seventh Amendment and to extend the Stated Expiration Date of the Letter of Credit to May 3, 2029, the City agrees to make the following payments to the Bank at the following times:

(1) A commitment fee (the “**Commitment Fee**”) at the applicable rate per annum set forth in the grid below (the “**Commitment Fee Rate**”) on the actual daily amount of the Adjusted Letter of Credit Amount during each period in respect of which payment is to be made:

<u>LEVEL</u>	<u>S&P RATING</u>	<u>FITCH RATING</u>	<u>COMMITMENT FEE RATE</u>
Level 1:	A+ or above	A+ or above	0.360%
Level 2:	A	A	0.385%
Level 3:	A-	A-	0.510%
Level 4:	BBB+	BBB+	0.710%
Level 5:	BBB	BBB	1.060%
Level 6:	BBB-	BBB-	1.560%

Notwithstanding the foregoing, (a) in the event that the Rating (as defined below) is withdrawn, suspended or otherwise unavailable from any Rating Agency and/or (b) upon the occurrence and during the continuance of an Event of Default, the Commitment Fee Rate shall be increased in both cases by 1.50% per annum from the Commitment Fee Rate in effect immediately prior thereto. The term “Rating” as used above shall mean the lowest unenhanced long-term rating assigned to any general fund lease obligation of the City that is on a parity with, or senior to, the Certificates (without regard to bond insurance or any other form of credit enhancement) assigned by any of S&P or Fitch. Any change in the Commitment Fee Rate resulting from a change in the Rating shall be and become effective as of and on the date of the announcement of the change in the Rating. A reference to the Rating above is a reference to the rating category of the Rating Agencies as presently determined by the respective Rating Agency and in the event of adoption of any new or changed rating system by any Rating Agency, the Ratings from the applicable Rating Agency shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect.

The Commitment Fee shall accrue from and including the Date of Issuance to and including the Termination Date; *provided* that prior to the Seventh Amendment Effective Date (as defined in the Seventh Amendment), the Commitment Fee Rate shall be determined in accordance with the 2023 Fee Letter, and, on and after the Seventh Amendment Effective Date, the Commitment Fee Rate shall be the rate determined in accordance with this Fee Letter. The Commitment Fee shall be payable in arrears on the first Business Day of April, July, October and January of each calendar year (each, a “***Payment Date***”) and on the Termination Date.

(2) A fee of \$250 plus the Bank’s customary wire transfer and courier costs in respect of each drawing made under the Letter of Credit and honored by the Bank, which fee, wire transfer and courier cost shall be earned on the date such drawing is honored by the Bank and, unless paid to the Bank at the time each Drawing is reimbursed, shall be paid in arrears on the first Payment Date that occurs after the date such drawing is honored by the Bank.

(4) A transfer fee equal to \$2,500 upon each transfer of the Letter of Credit in accordance with its terms. A transfer shall be deemed to have occurred whenever the Trustee is replaced, substituted or changed as a result of sale, assignment, merger, consolidation, reorganization or an act of law. A transfer shall not be deemed to have occurred solely as a result of a change in the legal name of the Trustee.

(5) At the time any simple (*i.e.*, non-complex) amendment, waiver or supplement of, or simple (*i.e.*, non-complex) consent sought in respect of, the Agreement, the Related Documents and any other documents delivered under the Agreement is sought, a fee of \$2,500 plus attorneys' fees and expenses, which fee shall be earned and payable whether or not any such amendment, waiver, supplement or restatement is executed or consent granted. Fees for complex amendments, waivers, supplements or consents shall be negotiated on a case-by-case basis.

(6) On demand, any and all costs and expenses incurred by the Bank (including attorneys' fees) in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under the Agreement, the Related Documents and any other documents delivered under the Agreement, whether or not suit is filed and whether or not an Event of Default exists (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any debtor relief law).

(7) The City agrees to pay the fees of counsel to the Bank in connection with the preparation of this Fee Letter and the Seventh Amendment, which fees shall be \$7,500, upon the presentation of an invoice by such counsel.

All amounts paid pursuant to this Fee Letter shall be non-refundable and payable in immediately available funds. Computations of the Commitment Fee and the Termination Fee shall be made on the basis of a 360-day year and actual days elapsed. All amounts paid pursuant to this Fee Letter shall be paid in the manner and to the account set forth in the Agreement.

This Fee Letter may not be amended or waived except by an instrument in writing signed by the Bank and the City.

The provisions of Sections 9.3 and 9.4 of the Agreement shall be incorporated by this reference into this Fee Letter as if such provisions were set forth in their entirety except that references to other agreements or "this Agreement" shall mean this Fee Letter and references to "hereunder" or "hereof" shall mean under this Fee Letter or of this Fee Letter.

This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This Fee Letter is delivered to the City on the understanding that neither this Fee Letter nor any of its terms shall be disclosed, directly or indirectly, to any financial institution other than the Trustee unless such disclosure is made to such financial institution in accordance with the terms of the California Public Records Act.

[Remainder of page intentionally left blank.]

Please confirm that the foregoing is our mutual understanding by signing and returning to the Bank an executed counterpart of this Fee Letter. This Fee Letter shall become effective as of the date first above referenced upon our receipt of an executed counterpart of this Fee Letter from the City.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____

Name: Greg Bailey

Title: Senior Vice President

Accepted and agreed
to as of the date first
written above by:

CITY OF RIVERSIDE

By: _____
Name: Edward Enriquez
Title: Chief Financial Officer/Treasurer

Approved as to form by Bond Counsel:

By: _____
Stradling Yocca Carlson & Rauth