

[____], 2023

City of Riverside
Variable Rate Refunding Electric Revenue Bonds Issue of 2011A

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, 2020 (the “Original Agreement”), as amended by the First Amendment to Reimbursement Agreement, dated as of [____], 2023 (the “First Amendment;” and, together with the Original Agreement, the “Agreement”), each between the City of Riverside (the “City”) and Bank of America, N.A. (the “Bank”) and (ii) the letter agreement regarding fees and expenses dated as of April 16, 2020, between the Bank and the City (the “2020 Fee Letter”).

This letter agreement (this “Fee Letter”) dated the date hereof (the “Effective Date”) amends, restates and replaces the 2020 Fee Letter in its entirety. This Fee Letter is the Fee Letter described in the Agreement. Any capitalized term below that is defined in the Agreement shall have the same meaning when used herein.

In order to induce the Bank to enter into the First Amendment and to extend the Stated Expiration Date of the Letter of Credit to [May 31], 2026, the City agrees to make the following payments at the following times:

(1) A facility fee (the “Facility Fee”) for each day on the Available Amount of the Letter of Credit at the close of business of the Bank in Los Angeles, California on such day, at the applicable Facility Fee Rate (as defined below), payable in arrears on the first Business Day following the last day of each calendar quarter for the period from the Effective Date to and including the Termination Date and on the Termination Date; *provided* that prior to the Amendment Effective Date (as defined in the First Amendment), the Facility Fee Rate shall be determined in accordance with the 2020 Fee Letter, and, on and after the Amendment Effective Date, the Facility Fee Rate shall be the rate determined in accordance with this Fee Letter. As used herein, “Facility Fee Rate” shall be the rate set forth in the grid below opposite the level that contains (a) both Ratings if Ratings are assigned by two Rating Agencies (as defined below) and both Ratings are equivalent, (b) the lower Rating (it being understood that Level 1 contains the highest Ratings and Level 6 contains the lowest Ratings) if Ratings are assigned by two Rating Agencies only, (c) all Ratings if Ratings are assigned by three Rating Agencies and all Ratings are equivalent, (d) two equivalent ratings if Ratings are assigned by three Rating Agencies and only two of such Ratings are equivalent, or (e) the middle Rating if Ratings are assigned by three Rating Agencies and no two such Ratings are equivalent:

<u>LEVEL</u>	<u>S&P RATING</u>	<u>FITCH RATING</u>	<u>FACILITY FEE RATE</u>
LEVEL 1	AA-	AA-	0.35%
LEVEL 2	A+	A+	0.50%
LEVEL 3	A	A	0.65%
LEVEL 4	A-	A-	0.80%
LEVEL 5	BBB+	BBB+	0.95%
LEVEL 6	BBB	BBB	1.10%
LEVEL 7	BBB-	BBB-	1.25%
LEVEL 8	Below BBB-	Below BBB-	2.75%

Based on Ratings in effect on the Effective Date, clause (d) above controls and the Facility Fee Rate is 0.35%. Notwithstanding the foregoing, (A) the Facility Fee Rate shall be increased by 1.50% per annum from the Facility Fee Rate in effect immediately prior thereto in the event that, and for so long as, any Rating is withdrawn or suspended by any Rating Agency, and (B) the Facility Fee Rate shall be increased by 1.50% per annum from the Facility Fee Rate in effect immediately prior thereto upon the occurrence and during the continuance of an Event of Default (other than an Event of Default of the type described in Section 8.01(m) of the Agreement, which, upon the occurrence thereof by any Rating Agency, shall trigger the Facility Fee Rate set forth in Level 9 above). Any change in the Facility Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. As used herein, the term "Rating" means, with respect to any Rating Agency, the lowest rating assigned by such Rating Agency to the long term, unenhanced obligations of the City on parity with the Bonds (*i.e.*, Parity Obligations). Any change in the Facility 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. References 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 Facility Fee for the period prior to the date of this Fee Letter shall be calculated in accordance with the terms of the Existing Fee Letter.

(2) The City hereby agrees to pay a non-refundable drawing fee of \$295 to the Bank for each Drawing under the Letter of Credit, payable monthly in arrears.

(3) The City hereby agrees to pay to the Bank on the date any amendment, waiver or supplement to the Agreement or the Fee Letter is entered into between the parties thereto, a non-refundable amendment fee of \$2,500, or such other fee as the parties may agree, plus the reasonable fees and expenses of any legal counsel retained by the Bank in connection therewith; provided, however, that for an amendment related to a renewal of the Letter of the Credit, such renewal fee shall not be required to be paid. The City hereby agrees to pay to the Bank on the date of any waiver or consent in connection with this Agreement, the Fee Letter or any Related Document, such fee as the parties may agree.

(4) The City hereby agrees to pay to the Bank on the date of each transfer of the Letter of Credit to a successor Tender Agent under the Resolution, a non-refundable transfer fee of \$2,500, or such other fee as the parties may agree, plus the reasonable fees and expenses of any legal counsel retained by the Bank in connection therewith

(5) The City hereby agrees to reimburse the Bank for all administrative expenses (including, without limitation, wire fees, courier and overnight delivery fees, and internal processing fees) incurred by the Bank in connection with the administration of this Agreement and the Letter of Credit, promptly upon the Bank's request therefor.

(6) On the Effective Date, the fees and expenses of Nixon Peabody LLP, counsel to the Bank, shall be \$7,500 for services rendered as Bank Counsel.

All amounts paid pursuant to this Fee Letter shall be non-refundable. Computations of the Facility Fee shall be made on the basis of a 360-day year and actual days elapsed.

All payments to be made by the City to the Bank pursuant to this Fee Letter shall be made not later than 2:00 p.m., California time, on the date due and shall be made in lawful money of the United States of America (in freely transferable U.S. dollars) and in immediately available funds. Any amount not received by the Bank by 2:00 p.m., California time, on the date due shall be deemed to have been received on the next succeeding Business Day. Except as provided in the next sentence, all such payments not received on the date due shall bear interest until payment in full at the Default Rate. If any sum becomes payable pursuant to this Fee Letter on a day which is not a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended time shall be included in the computation of interest and fees. Except as otherwise provided in this Fee Letter, payments to the Bank shall be made in the manner provided in the Agreement.

The City's obligation to pay all amounts owing to the Bank under this Fee Letter shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the City may have or have had against the Bank and without any deduction or withholding for or by reason of any present or future taxes, levies, imposts, or charges of any nature whatsoever. In the event that the City is compelled by law to make any deduction or withholding, the City shall nevertheless pay to the Bank such amounts as will result in the receipt by the Bank of the sum it would have received had no such deduction or withholding been required to be made.

The provisions 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 not be amended or waived except by an instrument in writing signed by the City and the Bank. This Fee Letter may be executed in any number of counterpart, 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 the City will take reasonable steps consistent with its customary practices to ensure that neither this Fee Letter nor any of its terms shall be disclosed, directly or indirectly, to any other person except (a) to the City's officers, directors, employees, accountants, attorneys, agents, trustees and advisors who are directly involved in the consideration of this matter on a confidential and need-to-know basis and for whom the City shall be responsible for any breach by any of them of this confidentiality undertaking; (b) under compulsion of law (whether by interrogatory, subpoena, civil investigative demand or otherwise) or by order of any court or governmental or regulatory body; or (c) to any person requesting a copy of this Fee Letter as a public record if it is determined that this Fee Letter is a public record, provided that, in the case of clauses (b) and (c), the City shall (to the extent permitted) give the Bank reasonable prior notice of such disclosure and an opportunity to restrain such disclosure.

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; signature page follows.]

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.

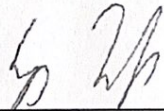
By: _____
Name:
Title:

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

CITY OF RIVERSIDE

By: _____
Name:
Title:

Approved as to form by Bond Counsel:

By:  _____
Name: Cyrus Torabi
Title: Shareholder