

ESCROW DEPOSIT AND TRUST AGREEMENT

THIS ESCROW DEPOSIT AND TRUST AGREEMENT (the "Agreement") is dated as of _____ 1, 2018 in connection with the issuance of the Successor Agency to the Redevelopment Agency of the City of Riverside 2018 Subordinate Tax Allocation Refunding Bonds, Series A (the "2018A Refunding Bonds") and the Successor Agency to the Redevelopment Agency of the City of Riverside 2018 Subordinate Tax Allocation Refunding Bonds, Taxable Series B (the "2018B Refunding Bonds" and together with the 2018A Refunding Bonds, the "Refunding Bonds") and is entered into by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE (herein the "Successor Agency"), a public entity, duly organized and existing under the laws of the State of California, the RIVERSIDE PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority, duly organized and existing under the laws of the State of California (the "Authority"), and U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent (the "Escrow Agent"), a national banking association having a corporate trust office in California.

WITNESSETH:

WHEREAS, the Redevelopment Agency of the City of Riverside (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 (as amended, the "Redevelopment Law"); and

WHEREAS, the Successor Agency previously issued the bonds described on Exhibit A attached hereto (such bonds, the "Prior Agency Bonds"), each pursuant to an Indenture of Trust, dated as of April 1, 2007, (such indentures, the "Prior Agency Bonds Indentures"); and

WHEREAS, the Authority previously issued the bonds described on Exhibit A attached hereto (such bonds, the "Prior Authority Bonds"; together with the Prior Agency Bonds, the "Prior Bonds"), each pursuant to an Indenture of Trust, dated as of April 1, 2007 (such indentures, the "Prior Authority Bonds Indentures"; together with the Prior Agency Bonds Indenture, the "Prior Indentures"); and

WHEREAS, the Prior Authority Bonds the interest on which is exempt from federal income taxation are identified on Exhibit A (the "Prior Tax-Exempt Bonds") and the Prior Authority Bonds the interest on which is subject to federal income taxation are identified on Exhibit A (the "Prior Taxable Bonds"); and

WHEREAS, Assembly Bill X1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012 ("AB 1484"), codified 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, and resulted in the dissolution of the Former Agency as of February 1, 2012, and the vesting in the Successor Agency of all of the authority, rights, powers, duties and obligations of the Former Agency; and

WHEREAS, the Successor Agency, by its Resolution No. ____ adopted on ____, 2018 (the "Resolution of Issuance") has authorized the issuance of the Refunding Bonds, and therein

determined to use the proceeds of the Refunding Bonds to retire, in advance of their stated maturities, the Prior Agency Bonds and to cause the redemption of the Prior Authority Bonds, all as described in the Resolution of Issuance; and

WHEREAS, the Successor Agency and the Authority wish to enter into this Agreement to provide for the proceeds of sale of the Refunding Bonds, together with other funds held by the trustees of Prior Bonds, to be deposited in an irrevocable special escrow fund created and maintained with the Escrow Agent for the purpose of providing for the payment in full of the principal, interest and redemption premium, if any, on the outstanding Prior Bonds; and

WHEREAS, the Escrow Agent has full powers to act with respect to said escrow fund and to perform the duties and obligations to be undertaken pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth and for other valuable consideration, the Successor Agency, the Authority and the Escrow Agent agree as follows:

Section 1. Establishment of Escrow Funds; Deposit of Funds. The Successor Agency and the Authority hereby appoint the Escrow Agent to act as escrow agent for purposes of administering the funds required to redeem and defease the Prior Bonds in accordance with the Prior Indentures. A special fund to be named the "Escrow Fund" is hereby established by the Successor Agency with the Escrow Agent as an irrevocable escrow to be maintained by the Escrow Agent in trust.

The Escrow Agent is hereby further directed to establish a subaccount in the Escrow Fund (the "Tax-Exempt Bonds Escrow Subaccount") to be held by the Escrow Agent in trust as an irrevocable escrow securing the payment of the Prior Tax-Exempt Bonds and the related Prior Agency Bonds identified on Exhibit A in accordance with the related Prior Indentures.

The Escrow Agent is hereby further directed to establish a subaccount in the Escrow Fund (the "Taxable Bonds Escrow Subaccount") to be held by the Escrow Agent in trust as an irrevocable escrow securing the payment and redemption of the Prior Taxable Bonds and the related Prior Agency Bonds identified on Exhibit A in accordance with the Prior Taxable Bonds Indenture.

(a) Bond Proceeds; Funds Related to Prior Bonds.

(i) The Escrow Agent shall deposit in the Tax-Exempt Bonds Escrow Subaccount:

(A) on the date of issuance of the 2018A Refunding Bonds, certain proceeds of the 2018A Refunding Bonds (in the amount of \$_____) transferred to it by U.S. Bank National Association, as trustee of the 2018A Refunding Bonds (in such capacity, the "2018A Refunding Bonds Trustee") and

(B) on the date of issuance of the 2018A Refunding Bonds, certain other funds related to the Prior Tax-Exempt Bonds and the related Prior Agency Bonds in the amount of \$_____ (all as set forth in Exhibit B hereto) transferred to it by U.S. Bank National Association, in its capacities as trustee of the respective Prior Tax-Exempt Bonds and the related Prior Agency Bonds (in such capacities, the "Prior Trustee"). The Prior Trustee is hereby directed by the Successor Agency

to transfer such amounts held by it as set forth in such Exhibit B to the Escrow Agent for deposit as provided herein.

(ii) The Escrow Agent shall deposit in the Taxable Bonds Escrow Subaccount:

(A) on the date of issuance of the 2018B Refunding Bonds, certain proceeds of the 2018B Refunding Bonds (in the amount of \$_____) transferred to it by the U.S. Bank National Association, as trustee of the 2018B Refunding Bonds (in such capacity, the "2018B Refunding Bonds Trustee") and

(B) on the date of issuance of the 2018B Refunding Bonds, certain other funds related to the Prior Taxable Bonds and the related Prior Agency Bonds in the amount of \$_____ (all as set forth in Exhibit C hereto) transferred to it by the Prior Trustee. The Prior Trustee is hereby directed by the Successor Agency to transfer such amounts held by it as set forth in such Exhibit C to the Escrow Agent for deposit as provided herein.

(b) Remaining Funds.

[other transfers to come, if any]

(c) Insufficiency of Funds. If at any time the Escrow Agent shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required hereunder, the Escrow Agent shall notify the Successor Agency of such fact and the Successor Agency shall promptly cure such deficiency. The Escrow Agent shall not be liable for any such deficiency.

Section 3. Investment of Amounts in Escrow Fund. The Escrow Agent shall hold all amounts on deposit in the Escrow Fund uninvested.

Section 4. Application of Amounts in Escrow Fund. The Escrow Agent is hereby instructed to withdraw from the Escrow Fund and transfer to the Prior Trustee an amount required to pay the principal of and interest and redemption premium on the Prior Bonds, in accordance with the schedule attached as Exhibit D hereto.

Section 5. Notice of Refunding; Notice of Defeasance. The Prior Trustee was previously instructed to mail pursuant to the Prior Indentures, and with respect to the proposed redemption of the Prior Bonds on _____, 2018, a notice of redemption to the owners of the Prior Bonds and any insurer of such Prior Bonds substantially in the forms attached hereto as Exhibit E-1 through E-4. The Escrow Agent is hereby instructed to file on the Closing Date the defeasance notices attached hereto as Exhibit F-1 through F-16 on the Municipal Securities Rulemaking Board's EMMA System.

Section 6. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money accruing to the Escrow Agent hereunder, and such books shall be available for inspection at reasonable hours and under reasonable conditions with reasonable prior notice by the owners of the Prior Bonds and the Refunding Bonds.

Section 7. Proper Filings. Each of the Successor Agency and the Authority will, at its expense, execute, acknowledge, deliver or file this Agreement and assignments, transfers, financing statements, continuation statements, and assurances required for the better assuring, conveying, pledging, assigning and confirming unto the Escrow Agent, the moneys hereby pledged, or intended so to be or which the Successor Agency or the Authority may be or may hereafter become bound to pledge, convey or assign to the Escrow Agent or for carrying out the intention or facilitating the performance of the terms of this Agreement.

Section 8. Discharge. The covenants, liens and pledges entered into, created or imposed pursuant to this Agreement shall be fully discharged, and satisfied when all of the Prior Bonds shall have been paid in full, as to principal, premium and interest. Upon such discharge and satisfaction this Agreement shall cease, terminate and become null and void, and thereupon the Escrow Agent shall, upon the written request of the Successor Agency or the Authority, as applicable, forthwith execute proper instruments acknowledging satisfaction and discharge of this Agreement.

Section 9. Termination; Unclaimed Funds. Notwithstanding any other provision of this Agreement any money held by the Prior Trustee for the payment of the principal of, premium and interest on the Prior Bonds and remaining unclaimed for two (2) years after the principal of all of the Prior Bonds shall have been called for redemption and after the date of redemption shall then be repaid to the Successor Agency upon its written request, and the registered owners of the Prior Bonds shall thereafter be entitled to look only to the Successor Agency for the repayment thereof, and liability of the Escrow Agent with respect to such money shall thereupon cease. In the event of the repayment of any such money to the Successor Agency as aforesaid, the registered owners of the Prior Bonds secured hereby with respect to which such money was deposited shall thereafter be deemed to be unsecured creditors of the Successor Agency, without interest. Notwithstanding the foregoing the Escrow Agent shall, upon the written request of the Successor Agency repay such money to the Successor Agency at any time earlier than two (2) years, if failure to repay such money to the Successor Agency, within such earlier period shall give rise to the operation of any escheat statute under applicable State law. Any unclaimed funds repaid to the Successor Agency with respect to (i) the Prior Tax-Exempt Bonds and the related Prior Agency Bonds shall be placed by the Successor Agency in the Redemption Fund for the 2018A Refunding Bonds and used for credit on debt service on the 2018A Refunding Bonds, and (ii) with respect to the Prior Taxable Bonds and the related Prior Agency Bonds shall be placed by the Successor Agency in the Redemption Fund for the 2018B Refunding Bonds and used for credit on debt service on the 2018B Refunding Bonds.

Section 10. No Implied Duties; No Rights to Others. Nothing in this Agreement expressed or implied is intended or shall be construed to give to any person other than the Successor Agency, the Authority, the Escrow Agent, the Prior Trustee and the registered owners of the Prior Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Successor Agency, the Authority, the Escrow Agent and the Owners of the Prior Bonds. The Escrow Agent shall perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

Section 11. Immunities and Liabilities of Escrow Agent.

(A) The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under this Agreement.

(B) The Escrow Agent may consult with counsel of its own choice (which may be counsel to the Successor Agency) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(C) The Escrow Agent shall not be responsible for any of the recitals or representations contained herein or in the Resolution of Issuance.

(D) The Escrow Agent may become the owner of, or acquire any interest in, any of the Prior Bonds with the same rights that it would have if it were not the Escrow Agent, and may engage or be interested in any financial or other transaction with the Successor Agency or the Authority.

(E) The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest or premiums, if any, on the Prior Bonds and shall not be liable for any insufficiency of such moneys and securities to affect such payment.

(F) The Escrow Agent shall not be liable for any action or omission of the Successor Agency or the Authority under this Agreement or the Resolution of Issuance.

(G) Whenever in the administration of this Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of an authorized official of the Successor Agency or the Authority, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

(H) The Escrow Agent may at any time resign by giving written notice to the Successor Agency of such resignation. The Successor Agency shall promptly appoint a successor Escrow Agent by the resignation date. Resignation of the Escrow Agent will be effective only upon acceptance of appointment by a successor Escrow Agent. If the Successor Agency does not appoint a successor, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Agent. After receiving a notice of resignation of an Escrow Agent, the Successor Agency may appoint a temporary Escrow Agent to replace the resigning Escrow Agent until the Successor Agency appoints a successor Escrow Agent. Any such temporary Escrow Agent so appointed by the Successor Agency, shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

(I) The Successor Agency agrees to indemnify the Escrow Agent, its agents and its officers or employees for and to hold the Escrow Agent, its agents, officers or employees harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable fees and disbursements of counsel, including in-house counsel, for the Escrow Agent) which may be imposed on, incurred by, or asserted against the Escrow Agent at any time by reason of the performance of its duties as Escrow Agent hereunder and under the Resolution of Issuance, in any transaction arising out of this Agreement or the Bond Resolution or any of the transactions contemplated herein or in the Resolution of Issuance, unless due to the Escrow Agent's or its officers' or employees' or agents' negligence or willful misconduct. Such indemnity shall survive the termination of this Agreement or resignation or removal of the Escrow Agent.

(J) All notices, certificates or other communications hereunder with the Escrow Agent shall be addressed to the Escrow Agent at:

U.S. Bank National Association
Global Corporate Trust Services
LM-CA-T24T
644 W. Fifth Street, 24th Floor
Los Angeles, California 90071
Reference: Successor Agency Redevelopment Agency City of Riverside
2018 Escrows

Section 12. Waiver of Notice. Whenever in this Agreement the giving of notice by mail or otherwise shall be required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 13. Fees. The Escrow Agent's fees, expenses and reimbursement for costs incurred, for and in carrying out the provisions of this Agreement have been fixed by separate agreement. The Escrow Agent shall also be entitled to additional fees, expenses and reimbursement for costs incurred in connection with the performance of its duties and exercise of its powers hereunder, including but not limited to legal and accounting services, in connection with any litigation which may at any time be instituted involving this Agreement. The fees incurred by the Escrow Agent shall in no event be deducted from the Escrow Fund.

Section 14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions has never been contained herein.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the Agency and the Escrow Agent shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 16. Business Days. Whenever any act is required by this Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day, then such act may be done on the next succeeding business day.

Section 17. California Law. This Agreement shall be governed exclusively by and interpreted in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the Successor Agency, the Authority and the Escrow Agent have each caused this Agreement to be executed by the duly authorized officers thereof as of the date first above written.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF RIVERSIDE

By: _____
Chief Administrative Officer

RIVERSIDE PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Authorized Officer

**ACKNOWLEDGEMENT OF U.S. BANK NATIONAL ASSOCIATION,
AS PRIOR TRUSTEE**

U.S. Bank National Association, as Prior Trustee, hereby acknowledges the provisions of this Agreement and, to the extent such provisions are applicable, U.S. Bank National Association, in its capacity as Prior Trustee, agrees to comply therewith.

U.S. BANK NATIONAL ASSOCIATION,
as Prior Trustee

By: _____
Authorized Officer

EXHIBIT A

PRIOR TAX-EXEMPT BONDS AND RELATED PRIOR AGENCY BONDS

Name of Prior Authority Bonds	Related Prior Agency Bonds
\$8,340,000 Riverside Public Financing Authority 2007 Series A Tax Allocation Revenue Bonds (Downtown/Airport Merged Redevelopment Project and Casa Blanca Redevelopment Project) (Tax-Exempt)	<ul style="list-style-type: none"> • Downtown/Airport Merged Redevelopment Project Area 2007 Tax Allocation Bonds, Series B-1 • Casa Blanca Redevelopment Project Area 2007 Tax Allocation Bonds, Series C-1
\$89,205,000 Riverside Public Financing Authority 2007 Series C Tax Allocation Revenue Bonds (University Corridor/Sycamore Canyon Merged Redevelopment Project, Arlington Redevelopment Project, Hunter Park/Northside Redevelopment Project, Magnolia Center Redevelopment Project and La Sierra/Arlanza Redevelopment Project) (Tax-Exempt)	<ul style="list-style-type: none"> • University Corridor/Sycamore Canyon Merged Redevelopment Project Area 2007 Tax Allocation Bonds, Series A-1 • Arlington Redevelopment Project Area 2007 Tax Allocation Bonds, Series D-1 • Hunter Park/Northside Redevelopment Project Area 2007 Tax Allocation Bonds, Series E-1 • Magnolia Center Redevelopment Project Area 2007 Tax Allocation Bonds, Series F-1 • La Sierra/Arlanza Redevelopment Project Area 2007 Tax Allocation Bonds, Series G-1

**PRIOR TAXABLE BONDS
AND RELATED PRIOR AGENCY BONDS**

Name of Prior Authority Bonds	Related Prior Agency Bonds
<p>\$14,850,000 Riverside Public Financing Authority 2007 Series B Tax Allocation Revenue Bonds (Downtown/Airport Merged Redevelopment Project and Casa Blanca Redevelopment Project) (Taxable)</p>	<ul style="list-style-type: none"> • Downtown/Airport Merged Redevelopment Project Area 2007 Tax Allocation Bonds, Series B-2 • Casa Blanca Redevelopment Project Area 2007 Tax Allocation Bonds, Series C-2
<p>\$43,875,000 Riverside Public Financing Authority 2007 Series D Tax Allocation Revenue Bonds (University Corridor/Sycamore Canyon Merged Redevelopment Project, Arlington Redevelopment Project, Hunter Park/Northside Redevelopment Project, Magnolia Center Redevelopment Project and La Sierra/Arlanza Redevelopment Project) (Taxable)</p>	<ul style="list-style-type: none"> • University Corridor/Sycamore Canyon Merged Redevelopment Project Area 2007 Tax Allocation Bonds, Series A-2 • Arlington Redevelopment Project Area 2007 Tax Allocation Bonds, Series D-2 • Magnolia Center Redevelopment Project Area 2007 Tax Allocation Bonds, Series F-2.

EXHIBIT B

**FUNDS TRANSFERRED BY PRIOR TRUSTEE
TO
TAX-EXEMPT BONDS ESCROW SUBACCOUNT**

[See attached]

EXHIBIT C

**FUNDS TRANSFERRED BY PRIOR TRUSTEE
TO
TAXABLE BONDS ESCROW SUBACCOUNT**

[See Attached]

EXHIBIT D

PAYMENT AND REDEMPTION SCHEDULE OF PRIOR BONDS

[See attached]

EXHIBIT E-1

FORM OF CONDITIONAL NOTICE OF FULL OPTIONAL REDEMPTION

**Riverside Public Financing Authority
2007 Series A Tax Allocation Revenue Bonds
(Downtown/Airport Merged Redevelopment Project and Casa Blanca Redevelopment Project)
(Tax-Exempt)**

Date of Issuance: April 10, 2007

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
08/01/2018	\$25,000	4.000%	AL2
08/01/2019	\$30,000	4.000%	AM0
08/01/2020	\$410,000	4.000%	AN8
08/01/2021	\$410,000	4.000%	AP3
08/01/2022	\$415,000	4.125%	AQ1
08/01/2023	\$420,000	4.125%	AR9
08/01/2024	\$430,000	4.250%	AS7
08/01/2025	\$590,000	4.250%	AT5
08/01/2029	\$4,980,000	4.500%	AX6
08/01/2037	\$410,000	4.375%	BF4

NOTICE IS HEREBY GIVEN that all of the above described bonds (the "Bonds") have been called for optional redemption on _____, 2018 (the "Redemption Date") pursuant to Section 2.02(a) of the Indenture of Trust (the "Indenture"), dated as of April 1, 2007, by and between the Riverside Public Financing Authority and U.S. Bank National Association, as trustee (the "Trustee"), at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium (the "Redemption Price"). Interest will not accrue on the Bonds after the redemption date.

Redemption of the Bonds as described in this notice shall be conditioned upon the receipt by the Trustee of the proceeds of the sale and delivery of the Successor Agency to the Redevelopment Agency of the City of Riverside 2018 Subordinate Tax Allocation Refunding Bonds, Series A in an amount sufficient for such redemption at least one Business Day (as defined in the Indenture) before the Redemption Date.

In the event such funds are not received by one Business Day before the Redemption Date, this notice shall be null and void and of no force and effect. The Bonds delivered for redemption shall be returned to the respective owners thereof and said Bonds shall remain outstanding as though this notice of conditional redemption had not been given. Notice of a failure to receive funds, and cancellation of this redemption, shall be given by the Trustee by first class mail, postage prepaid, to the registered owners of the Bonds.

Payment of the Redemption Price on the Bonds called for redemption will be paid without presentation of the Bonds if presentment is not required and upon presentation of the Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

If by Mail:

U. S. Bank
Corporate Trust Services
P. O. Box 64111
St. Paul, MN 55164-0111

If by Hand or Overnight Mail:

U. S. Bank
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Bondholders presenting their bonds for the same day payment must surrender their bond no later than _____ P.M. [CST] on the Redemption Date and a check will be available for pickup after _____ P.M.

[CST] . Checks not picked up by _____ P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the “**Bondholder Information**” link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.*

Dated: _____, 2018

**U.S. Bank National Association,
as Trustee**

EXHIBIT E-2

FORM OF CONDITIONAL NOTICE OF FULL OPTIONAL REDEMPTION

**Riverside Public Financing Authority
2007 Series B Tax Allocation Revenue Bonds
(Downtown/Airport Merged Redevelopment Project and Casa Blanca Redevelopment Project)
(Taxable)**

Date of Issuance: April 10, 2007

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
08/01/2028	\$10,800,000	5.820%	CC0

NOTICE IS HEREBY GIVEN that all of the above described bonds (the "Bonds") have been called for optional redemption on _____, 2018 (the "Redemption Date") pursuant to Section 2.02(a) of the Indenture of Trust (the "Indenture"), dated as of April 1, 2007, by and between the Riverside Public Financing Authority and U.S. Bank National Association, as trustee (the "Trustee"), at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium (the "Redemption Price"). Interest will not accrue on the Bonds after the redemption date.

Redemption of the Bonds as described in this notice shall be conditioned upon the receipt by the Trustee of the proceeds of the sale and delivery of the Successor Agency to the Redevelopment Agency of the City of Riverside 2018 Subordinate Tax Allocation Refunding Bonds, Taxable Series B in an amount sufficient for such redemption at least one Business Day (as defined in the Indenture) before Redemption Date.

In the event such funds are not received by one Business Day before the Redemption Date, this notice shall be null and void and of no force and effect. The Bonds delivered for redemption shall be returned to the respective owners thereof and said Bonds shall remain outstanding as though this notice of conditional redemption had not been given. Notice of a failure to receive funds, and cancellation of this redemption, shall be given by the Trustee by first class mail, postage prepaid, to the registered owners of the Bonds.

Payment of the Redemption Price on the Bonds called for redemption will be paid without presentation of the Bonds if presentment is not required and upon presentation of the Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

If by Mail:

U. S. Bank
Corporate Trust Services
P. O. Box 64111
St. Paul, MN 55164-0111

If by Hand or Overnight Mail:

U. S. Bank
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Bondholders presenting their bonds for the same day payment must surrender their bond no later than _____ P.M. [CST] on the Redemption Date and a check will be available for pickup after _____ P.M. [CST]. Checks not picked up by _____ P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.*

Dated: _____, 2018

**U.S. Bank National Association,
as Trustee**

EXHIBIT E-3

FORM OF CONDITIONAL NOTICE OF FULL OPTIONAL REDEMPTION

**Riverside Public Financing Authority
2007 Series C Tax Allocation Revenue Bonds
(University Corridor/Sycamore Canyon Merged Redevelopment Project
Arlington Redevelopment Project, Hunter Park/Northside Redevelopment Project,
Magnolia Center Redevelopment Project and La Sierra/Arlanza Redevelopment Project)
(Tax-Exempt)**

Date of Issuance: April 10, 2007

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
08/01/2018	\$1,835,000	5.000%	CP1
08/01/2019	\$1,930,000	5.000%	CQ9
08/01/2020	\$2,030,000	5.000%	CR7
08/01/2021	\$2,125,000	5.000%	CS5
08/01/2022	\$2,230,000	5.000%	CT3
08/01/2023	\$2,340,000	5.000%	CU0
08/01/2024	\$2,455,000	5.000%	CV8
08/01/2025	\$3,210,000	5.000%	CW6
08/01/2030	\$17,955,000	4.500%	DA3
08/01/2037	\$47,775,000	5.000%	DB1

NOTICE IS HEREBY GIVEN that all of the above described bonds (the "Bonds") have been called for optional redemption on _____, 2018 (the "Redemption Date") pursuant to Section 2.02(a) of the Indenture of Trust (the "Indenture"), dated as of April 1, 2007, by and between the Riverside Public Financing Authority and U.S. Bank National Association, as trustee (the "Trustee"), at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium (the "Redemption Price"). Interest will not accrue on the Bonds after the redemption date.

Redemption of the Bonds as described in this notice shall be conditioned upon the receipt by the Trustee of the proceeds of the sale and delivery of the Successor Agency to the Redevelopment Agency of the City of Riverside 2018 Subordinate Tax Allocation Refunding Bonds, Series A in an amount sufficient for such redemption at least one Business Day (as defined in the Indenture) before the Redemption Date.

In the event such funds are not received by one Business Day before the Redemption Date, this notice shall be null and void and of no force and effect. The Bonds delivered for redemption shall be returned to the respective owners thereof and said Bonds shall remain outstanding as though this notice of conditional redemption had not been given. Notice of a failure to receive funds, and cancellation of this redemption, shall be given by the Trustee by first class mail, postage prepaid, to the registered owners of the Bonds.

Payment of the Redemption Price on the Bonds called for redemption will be paid without presentation of the Bonds if presentment is not required and upon presentation of the Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

If by Mail:

U. S. Bank
Corporate Trust Services
P. O. Box 64111
St. Paul, MN 55164-0111

If by Hand or Overnight Mail:

U. S. Bank
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Bondholders presenting their bonds for the same day payment must surrender their bond no later than _____ P.M. [CST] on the Redemption Date and a check will be available for pickup after _____ P.M. [CST]. Checks not picked up by _____ P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the “**Bondholder Information**” link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.*

Dated: _____, 2018

**U.S. Bank National Association,
as Trustee**

EXHIBIT E-4

FORM OF CONDITIONAL NOTICE OF FULL OPTIONAL REDEMPTION

**Riverside Public Financing Authority
2007 Series D Tax Allocation Revenue Bonds
(University Corridor/Sycamore Canyon Merged Redevelopment Project
Arlington Redevelopment Project, Hunter Park/Northside Redevelopment Project,
Magnolia Center Redevelopment Project and La Sierra/Arlanza Redevelopment Project)
(Taxable)**

Date of Issuance: April 10, 2007

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
08/01/2032	\$28,135,000	5.890%	EC8

NOTICE IS HEREBY GIVEN that all of the above described bonds (the "Bonds") have been called for optional redemption on _____, 2018 (the "Redemption Date") pursuant to Section 2.02(a) of the Indenture of Trust (the "Indenture"), dated as of April 1, 2007, by and between the Riverside Public Financing Authority and U.S. Bank National Association, as trustee (the "Trustee"), at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium (the "Redemption Price"). Interest will not accrue on the Bonds after the redemption date.

Redemption of the Bonds as described in this notice shall be conditioned upon the receipt by the Trustee of the proceeds of the sale and delivery of the Successor Agency to the Redevelopment Agency of the City of Riverside 2018 Subordinate Tax Allocation Refunding Bonds, Taxable Series B in an amount sufficient for such redemption at least one Business Day (as defined in the Indenture) before the Redemption Date.

In the event such funds are not received by one Business Day before the Redemption Date, this notice shall be null and void and of no force and effect. The Bonds delivered for redemption shall be returned to the respective owners thereof and said Bonds shall remain outstanding as though this notice of conditional redemption had not been given. Notice of a failure to receive funds, and cancellation of this redemption, shall be given by the Trustee by first class mail, postage prepaid, to the registered owners of the Bonds.

Payment of the Redemption Price on the Bonds called for redemption will be paid without presentation of the Bonds if presentment is not required and upon presentation of the Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

<u>If by Mail:</u>	<u>If by Hand or Overnight Mail:</u>
U. S. Bank	U. S. Bank
Corporate Trust Services	Corporate Trust Services
P. O. Box 64111	111 Fillmore Ave E
St. Paul, MN 55164-0111	St. Paul, MN 55107

Bondholders presenting their bonds for the same day payment must surrender their bond no later than _____ P.M. [CST] on the Redemption Date and a check will be available for pickup after _____ P.M. [CST]. Checks not picked up by _____ P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the “**Bondholder Information**” link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.*

Dated: _____, 2018

**U.S. Bank National Association,
as Trustee**

EXHIBIT F-1

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the
City of Riverside University Corridor/Sycamore Canyon
Merged Redevelopment Project Area
2007 Tax Allocation Bonds, Series A-1**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2018	\$65,000	5.000%
08/01/2019	\$65,000	5.000%
08/01/2020	\$70,000	5.000%
08/01/2021	\$65,000	5.000%
08/01/2022	\$70,000	5.000%
08/01/2023	\$75,000	5.000%
08/01/2024	\$75,000	5.000%
08/01/2025	\$80,000	5.000%
08/01/2027	\$170,000	4.500%
08/01/2037	\$8,370,000	5.000%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-2

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
University Corridor/Sycamore Canyon Merged Redevelopment Project Area
2007 Tax Allocation Bonds, Series A-2**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2032	\$14,910,000	5.89%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-3

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Downtown/Airport Merged Redevelopment Project Area
2007 Tax Allocation Bonds, Series B-1**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2018	\$25,000	5.500%
08/01/2019	\$30,000	4.000%
08/01/2020	\$30,000	4.000%
08/01/2021	\$30,000	4.000%
08/01/2022	\$30,000	4.125%
08/01/2023	\$30,000	4.125%
08/01/2024	\$35,000	4.250%
08/01/2025	\$ 35,000	4.250%
08/01/2029	\$155,000	4.500%
08/01/2037	\$410,000	4.375%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-4

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Downtown/Airport Merged Redevelopment Project Area
2007 Tax Allocation Bonds, Series B-2**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2028	\$8,200,000	5.820%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-5

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Casa Blanca Redevelopment Project Area
2007 Tax Allocation Bonds, Series C-1**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2020	\$380,000	4.000%
08/01/2021	\$380,000	4.000%
08/01/2022	\$385,000	4.125%
08/01/2023	\$390,000	4.125%
08/01/2024	\$395,000	4.250%
08/01/2025	\$555,000	4.250%
08/01/2029	\$4,825,000	4.500%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-6

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Casa Blanca Redevelopment Project Area
2007 Tax Allocation Bonds, Series C-2**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2027	\$2,600,000	5.820%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Trust Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-7

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Arlington Redevelopment Project Area
2007 Tax Allocation Bonds, Series D-1**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2025	\$630,000	5.000%
08/01/2030	\$3,415,000	4.500%
08/01/2037	\$7,865,000	5.000%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-8

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Arlington Redevelopment Project Area
2007 Tax Allocation Bonds, Series D-2**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2026	\$3,925,000	5.890%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-9

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Hunter Park/Northside Redevelopment Project Area
2007 Tax Allocation Bonds, Series E-1**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2018	\$600,000	5.000%
08/01/2019	\$630,000	5.000%
08/01/2020	\$660,000	5.000%
08/01/2021	\$695,000	5.000%
08/01/2022	\$730,000	5.000%
08/01/2023	\$765,000	5.000%
08/01/2024	\$805,000	5.000%
08/01/2025	\$845,000	5.000%
08/01/2030	\$4,845,000	4.500%
08/01/2037	\$8,995,000	5.000%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-10

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Magnolia Center Redevelopment Project Area
2007 Tax Allocation Bonds, Series F-1**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2019	\$5,000	5.000%
08/01/2020	\$5,000	5.000%
08/01/2021	\$5,000	5.000%
08/01/2022	\$5,000	5.000%
08/01/2023	\$5,000	5.000%
08/01/2024	\$5,000	5.000%
08/01/2025	\$5,000	5.000%
08/01/2030	\$40,000	4.500%
08/01/2037	\$4,960,000	5.000%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-11

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
Magnolia Center Redevelopment Project Area
2007 Tax Allocation Bonds, Series F-2**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2032	\$9,300,000	5.890%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-12

FORM OF NOTICE OF DEFEASANCE

**Redevelopment Agency of the City of Riverside
La Sierra/Arlanza Redevelopment Project Area
2007 Tax Allocation Bonds, Series G-1**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
08/01/2018	\$1,170,000	5.000%
08/01/2019	\$1,230,000	5.000%
08/01/2020	\$1,295,000	5.000%
08/01/2021	\$1,360,000	5.000%
08/01/2022	\$1,425,000	5.000%
08/01/2023	\$1,495,000	5.000%
08/01/2024	\$1,570,000	5.000%
08/01/2025	\$1,650,000	5.000%
08/01/2030	\$9,485,000	4.500%
08/01/2037	\$17,585,000	5.000%

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-13

FORM OF NOTICE OF DEFEASANCE

**Riverside Public Financing Authority
2007 Series A Tax Allocation Revenue Bonds
(Downtown/Airport Merged Redevelopment Project and Casa Blanca Redevelopment
Project)
(Tax-Exempt)**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
08/01/2018	\$25,000	4.000%	AL2
08/01/2019	\$30,000	4.000%	AM0
08/01/2020	\$410,000	4.000%	AN8
08/01/2021	\$410,000	4.000%	AP3
08/01/2022	\$415,000	4.125%	AQ1
08/01/2023	\$420,000	4.125%	AR9
08/01/2024	\$430,000	4.250%	AS7
08/01/2025	\$590,000	4.250%	AT5
08/01/2029	\$4,980,000	4.500%	AX6
08/01/2037	\$410,000	4.375%	BF4

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

*The Successor Agency and the Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-14

FORM OF NOTICE OF DEFEASANCE

**Riverside Public Financing Authority
2007 Series B Tax Allocation Revenue Bonds
(Downtown/Airport Merged Redevelopment Project and Casa Blanca Redevelopment
Project)
(Taxable)**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
08/01/2028	\$10,800,000	5.820%	CC0

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

*The Successor Agency and the Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-15

FORM OF NOTICE OF DEFEASANCE

**Riverside Public Financing Authority
2007 Series C Tax Allocation Revenue Bonds
(University Corridor/Sycamore Canyon Merged Redevelopment Project
Arlington Redevelopment Project, Hunter Park/Northside Redevelopment Project,
Magnolia Center Redevelopment Project and La Sierra/Arlanza Redevelopment Project)
(Tax-Exempt)**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
08/01/2018	\$1,835,000	5.000%	CP1
08/01/2019	\$1,930,000	5.000%	CQ9
08/01/2020	\$2,030,000	5.000%	CR7
08/01/2021	\$2,125,000	5.000%	CS5
08/01/2022	\$2,230,000	5.000%	CT3
08/01/2023	\$2,340,000	5.000%	CU0
08/01/2024	\$2,455,000	5.000%	CV8
08/01/2025	\$3,210,000	5.000%	CW6
08/01/2030	\$17,955,000	4.500%	DA3
08/01/2037	\$47,775,000	5.000%	DB1

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

*The Successor Agency and the Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**

EXHIBIT F-16

FORM OF NOTICE OF DEFEASANCE

**Riverside Public Financing Authority
2007 Series D Tax Allocation Revenue Bonds
(University Corridor/Sycamore Canyon Merged Redevelopment Project
Arlington Redevelopment Project, Hunter Park/Northside Redevelopment Project,
Magnolia Center Redevelopment Project and La Sierra/Arlanza Redevelopment Project)
(Taxable)**

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>*CUSIP No.</u>
08/01/2032	\$28,135,000	5.890%	EC8

NOTICE IS HEREBY GIVEN, by the Successor Agency to the Redevelopment Agency of the City of Riverside (the "Successor Agency") with respect to the above captioned bonds (the "Bonds"), that the Bonds (the "Refunded Bonds") have been defeased and discharged under and within the meaning of the Trust Indenture authorizing the issuance of the Bonds. Funds for the payment of the Refunded Bonds have been deposited with U.S. Bank National Association, as escrow agent ("Escrow Agent"), and the sufficiency of the funds and investments for the purpose of paying the principal of and interest on the Refunded Bonds has been verified by an Independent Certified Public Accountant (as defined in the Indenture). As a consequence of the foregoing actions and in accordance with the Trust Indenture, the Refunded Bonds are no longer secured by a pledge of revenues under the Trust Indenture, and the Refunded Bonds are now payable solely from the moneys set aside in escrow as described above and, if necessary, from other legally available funds of the Successor Agency.

The Successor Agency has irrevocably elected to redeem all of the outstanding Refunded Bonds on _____, 2018, at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

*The Successor Agency and the Escrow Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.

Dated: _____, 2018

**U.S. Bank National Association,
as Escrow Agent**