

REMARKETING AGREEMENT

This Remarketing Agreement, dated as of April 23, 2020 (as amended and supplemented hereafter, this “Agreement”), is entered into by and between CITY OF RIVERSIDE, a municipal corporation and chartered city of the State of California (the “Issuer”) and BOFA SECURITIES, INC. (“BOFA” or the “Remarketing Agent”).

WHEREAS, the City has issued its \$56,450,000 Variable Rate Refunding Electric Revenue Bonds Issue of 2011A, currently outstanding in the amount of \$39,275,000 (the “Bonds”) pursuant to Resolution No. 17662 adopted by the City Council on January 8, 1991 (the “Master Resolution”), as amended and supplemented to date and as further supplemented by Resolution No. 22193 (the “Original Sixteenth Supplemental Resolution”), adopted by the City Council of the City on April 5, 2011, and Resolution No. 22664 adopted by the City Council on March 25, 2014 (the “2014 Amendment to the Sixteenth Supplemental Resolution” and, together with the Original Sixteenth Supplemental Resolution, the “Sixteenth Supplemental Resolution,”; and the Sixteenth Supplemental Resolution and the Master Resolution are referred to collectively herein as the “Resolution”); and

WHEREAS, the Bonds and the Resolution provide, among other things, that the owners of the Bonds (the “Owners”), may elect (or may be required) in certain instances to tender their Bonds for purchase upon the terms and conditions contained in the Bonds and the Resolution;

WHEREAS, the Resolution provides for the appointment of a remarketing agent to perform certain duties, including the use of its best efforts to remarket any Bonds tendered for purchase by the Owners; and

WHEREAS, BOFA has agreed to accept the duties and responsibilities of the remarketing agent under the Resolution and this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

Section 1. Definitions. Each capitalized term not otherwise defined herein shall have the meaning given to that term in the Resolution.

“Continuing Disclosure Certificate” shall mean the Continuing Disclosure Certificate, dated as of April 23, 2020, by and between the Issuer and the Trustee, as dissemination agent for the Issuer.

“Credit Facility” shall have the meaning given such term in the Resolution.

“Credit Provider” shall have the meaning given such term in the Resolution.

“Credit Support Agreement” shall have the meaning given such term in the Resolution.

“EMMA” shall mean the Electronic Municipal Market Access system operated by the MSRB.

“EMMA Materials” shall mean any filing, official statement or offering document or any other document or other information that is filed on EMMA and specifically incorporated by reference into any Current Remarketing Statement (as defined below).

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Financing Documents” shall mean the Resolution, the Credit Facility, the Credit Support Agreement, the Continuing Disclosure Certificate and this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Remarketing Statement” shall mean the Remarketing Statement, dated April __, 2020, relating to the Bonds, as it may be supplemented, updated, amended or superseded.

“Resolution” shall have the meaning set forth in the recitals hereto.

“Rule 15c2-12” shall mean SEC Rule 15c2-12 promulgated under the Exchange Act.

“Rule G-34 Documents” shall mean: (i) the Credit Facility, the Credit Support Agreement and any other letter of credit agreement, reimbursement agreement, standby bond purchase agreement loan agreement, guaranty agreement or any other document establishing an obligation to provide credit and/or liquidity support with respect to the Bonds; (ii) the Resolution and any supplemental resolution(s) or any other authorizing document under which the Bonds were issued; (iii) any amendments, extensions, renewals, replacements or terminations thereof; and (iv) any other document required to comply with MSRB Rule G-34(c), as it may be amended from time to time; and, in each case where required to be delivered, such delivery shall be by electronic means in a word-searchable PDF file (or in such other form as the Remarketing Agent shall notify the Issuer in writing) labeled with the following information: (a) CUSIP number; (b) name of Issuer; (c) name of transaction; (d) name of document; and (e) whether the document is an execution version or a redacted version.

“SEC” shall mean the U.S. Securities and Exchange Commission.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“SHORT System” shall mean the MSRB’s Short-term Obligation Rate Transparency System.

“Sixteenth Supplemental Resolution” shall have the meaning set forth in the recitals hereto.

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, as amended.

Section 2. Appointment of the Remarketing Agent. Subject to the terms and conditions contained herein, the Issuer hereby appoints BOFA as exclusive Remarketing Agent for the Bonds and BOFA hereby accepts such appointment.

Section 3. Responsibilities of the Remarketing Agent.

(a) Subject to the terms and conditions set forth in this Agreement, BOFA agrees to perform the duties of Remarketing Agent set forth in Section 2.21(A) of the Sixteenth Supplemental Resolution. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Remarketing Agent will act solely as an agent and not as a principal except as expressly provided in Section 12 (entitled “Dealing in Bonds by the Remarketing Agent”) herein. The Remarketing Agent shall not be liable for any action taken or omitted to be taken pursuant to this Agreement, except for its own gross negligence or willful misconduct.

(b) Subject to the limitations contained herein and in the Resolution, the Remarketing Agent shall use its best efforts to remarket any Bonds tendered by an Owner pursuant to the terms of the Resolution.

(c) The Remarketing Agent shall determine the interest rates on the Bonds in the manner and at the times specified therefore in the Resolution.

Section 4. Furnishing of Remarketing Statement; Due Diligence.

(a) The Issuer agrees to furnish the Remarketing Agent with as many copies as the Remarketing Agent may reasonably request of the Current Remarketing Statement, and such other information associated with the Issuer and the Bonds as the Remarketing Agent shall reasonably request from time to time, including, without limitation, information deemed necessary by the Remarketing Agent to amend, update or supplement the Current Remarketing Statement. The term “Current Remarketing Statement” shall mean (i) initially, the Remarketing Statement together with any supplement, update or amendment thereof, including pursuant to any EMMA Materials, and (ii) upon the preparation and dissemination of any reoffering circular, remarketing memorandum or similar document pursuant to which the Bonds are offered in any remarketing of the Bonds (any such document, together with any supplement, update or amendment of the same, including pursuant to any EMMA Materials, a “Remarketing Memorandum”), such Remarketing Memorandum.

(b) The Issuer agrees to immediately notify the Remarketing Agent (i) if any event shall have occurred or information shall become known as a result of which (A) the Current Remarketing Statement would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein not misleading in light of the circumstances under which they were made or (B) any representation or warranty of the Issuer under any of the Financing Documents or this Agreement would become false in any material respect and (ii) of any material fact that the Issuer is aware of that may affect the remarketing of the Bonds or the marketability of the Bonds including, but not limited to, (A) any material adverse change in the condition (financial or otherwise), prospects (financial or otherwise) or general affairs of the Issuer, (B) any reduction or threatened reduction (by way of credit watch or similar rating agency action) in the ratings of the Bonds, (C) any adverse change (threatened or otherwise) in the tax treatment of interest on the Bonds received by the holders of the Bonds or (D) any other material adverse change that may affect the remarketing of the Bonds

or any fact or circumstance which constitutes, or with the passage of time would constitute, an event of default under the Financing Documents.

(c) The Issuer hereby agrees that it will make any amendment or supplement to the Current Remarketing Statement that is necessary such that the Current Remarketing Statement does not contain an untrue statement of material fact or omit a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Issuer shall not effect any such amendment or supplement to the Current Remarketing Statement without the written consent of the Remarketing Agent (which consent shall not be unreasonably withheld); provided, further, that if the Remarketing Agent determines that an updating or supplementing of the Current Remarketing Statement is required to comply with federal or state securities laws, the Issuer will promptly update the Current Remarketing Statement in form and substance reasonably satisfactory to the Remarketing Agent.

(d) The Issuer will take any and all actions as shall be necessary to permit compliance by the Remarketing Agent with Rule 15c2-12.

(e) Upon any dissemination of any Remarketing Memorandum or any amendment, update or supplement of the Current Remarketing Statement issued subsequent to the initial issuance of the Bonds, the Issuer agrees to provide (in form and substance reasonably satisfactory to the Remarketing Agent):

(1) a certificate of an authorized representative of the Issuer, dated as of the date of such amendment, update or supplement, to the effect that the information relating to the Issuer contained in the Remarketing Memorandum or Current Remarketing Statement, as so amended, updated or supplemented, does not contain any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading;

(2) an opinion of Bond Counsel, dated as of the date of such amendment, update or supplement, that (i) states that the descriptions of the Bonds and the Financing Documents contained in the Remarketing Statement, as so amended, updated or supplemented, are true and correct in all material respects (or a substantially similar statement) and (ii) covers the disclosure contained in the Remarketing Statement, as so amended, updated or supplemented, describing the tax-exemption or other tax characteristics of the Bonds and the opinion of Bond Counsel related to such characteristics;

(3) opinions of counsel to the Remarketing Agent, Issuer and Disclosure Counsel or a similar counsel, dated as of the date of such amendment, update or supplement, to the effect that nothing has come to the attention of such counsel that would cause such counsel to conclude that such Remarketing Statement, as so amended, updated or supplemented, contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading;

(4) a certificate of the Credit Provider, dated as of the date of such amendment, update or supplement, to the effect that the information relating to the Credit Facility contained in such Remarketing Statement, as so amended, updated or supplemented, does not contain any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and

(5) a certificate of an authorized representative of the Issuer, dated as of the date of such amendment, update or supplement, to the effect that during the last five years, the Issuer has not failed to comply, in any material respect, with the Continuing Disclosure Certificate or any other undertaking relating to continuing disclosure of information with respect to the Issuer pursuant to Rule 15c2-12.

(f) The Issuer hereby agrees that, in connection with any dissemination of a Remarketing Memorandum and any amendment, update or supplement of the Current Remarketing Statement issued subsequent to the initial issuance of the Bonds, and from time to time upon the reasonable request of the Remarketing Agent, the Issuer (i) will permit the Remarketing Agent to perform reasonable inquiries and investigations into, (ii) will make appropriate Issuer officials available to answer such reasonable questions of the Remarketing Agent concerning, and (iii) will provide to the Remarketing Agent copies of such documents and other information reasonably relating to, in each case of (i), (ii) and (iii), the finances, operations and affairs of the Issuer and the terms and conditions of the Bonds.

(g) The Issuer shall furnish such information, execute such instruments and take such other action in cooperation with the Remarketing Agent as the Remarketing Agent may reasonably request in order (i) 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 as the Remarketing Agent may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification under clause (i) in effect so long as required for distribution of the Bonds by the Remarketing Agent; provided, however, that in no event shall the Issuer be required to consent to suit or to service of process in any jurisdiction or to take any action which would subject it to service of process in any jurisdiction in which it is not now so subject.

(h) The Issuer hereby covenants and agrees that it will comply with the Continuing Disclosure Certificate.

Section 5. Remarketings that are Primary Offerings. The Issuer hereby engages the Remarketing Agent as an underwriter in any remarketing of the Bonds that the Remarketing Agent reasonably determines constitutes a “primary offering” of the Bonds within the meaning of Rule 15c2-12, and not as a financial advisor or “municipal advisor” as defined under Section 15B of the Exchange Act, and SEC Rule 15Ba1-1. In connection therewith, the Issuer solicits advice from the Remarketing Agent, as an underwriter, on the structure, timing, terms and other similar matters concerning the Bonds.

Section 6. Representations and Warranties of the Issuer. The Issuer represents and warrants to the Remarketing Agent as of the date hereof, and as of the date of any remarketing following a mandatory tender of the Bonds, the date on which there is any dissemination of any Remarketing Memorandum, and the date on which there is any dissemination of any amendment, update or supplement of the Current Remarketing Statement, as follows:

(a) the Resolution is in full force and effect and has not been modified or amended since adoption other than as disclosed to the Remarketing Agent, and accordingly the Issuer has full power and authority to convert the Bonds on April __, 2020 and to enter into, perform and observe the covenants and agreements on its part contained in the Financing Documents and to carry out and consummate all transactions contemplated hereby and by the other Financing Documents;

(b) the Financing Documents have been duly authorized, executed and delivered by the Issuer. The Financing Documents constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter in effect affecting creditors' rights;

(c) the Bonds have been duly authorized and executed by the Issuer and, when authenticated and delivered by the Trustee, will constitute valid and binding limited obligations of the Issuer in accordance with their terms, in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter in effect affecting creditors' rights;

(d) the issuance and sale of the Bonds do not require registration of the Bonds under the Securities Act;

(e) the Current Remarketing Statement 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 the light of the circumstances under which they were made, not misleading;

(f) as of any date on which the Issuer disseminates a Remarketing Memorandum, the Remarketing Memorandum 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 the light of the circumstances under which they were made, not misleading;

(g) as of any date on which the Issuer supplements, updates or amends the Current Remarketing Statement, the Current Remarketing Statement, as so supplemented, updated or amended, 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 the light of the circumstances under which they were made, not misleading;

(h) there are no consents, authorization or approvals of, or filings with, any federal or state government authority (other than the Issuer) required in connection with the issuance or sale by the Issuer of the Bonds, the execution and delivery by the Issuer of the Financing Documents and the performance of its obligations thereunder except as may be required by state securities laws (as to which no representation is made) and those which have already been obtained or made;

(i) the execution, delivery and performance by the Issuer of the Financing Documents have not and will not result in a breach or violation of, conflict with, or constitute a default under any law, regulation, order, judgment, agreement or instrument to which the Issuer is a party or by which the Issuer or any of its property is bound;

(j) except as disclosed in the Current Remarketing Statement, there is no litigation or governmental proceeding pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer:

(1) which might reasonably be expected to result in a material adverse change in the condition (financial or otherwise), operations or business prospects of the Issuer or the ability of the Issuer to perform its obligations under the Financing Documents;

(2) contesting the validity or enforceability of the Financing Documents; or

(3) contesting the existence or powers of the Issuer; and

(k) except as disclosed in the Remarketing Statement, during the last five years the Issuer has not failed to materially comply with any previous continuing disclosure undertaking it has entered into in connection with Rule 15c2-12;

(l) the Bonds that have been tendered for purchase and would otherwise be subject to remarketing shall not have been called for redemption or mandatory tender pursuant to the Resolution unless the remarketing of such Bonds is permitted under the Resolution or under the applicable optional or mandatory tender provisions in the Bonds;

(m) none of the events set forth in Section 10 hereof shall have occurred and be continuing; and

(n) all of the representations and warranties of the Issuer as are set forth by it in the Credit Support Agreement (or incorporated by reference into the Credit Support Agreement), which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated herein by reference for the benefit of the Remarketing Agent with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety, are true and correct in all material respects (no amendment to such representations and warranties or defined terms made pursuant to the Credit Support Agreement shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Remarketing Agent).

Section 7. Representations and Warranties of the Remarketing Agent. The Remarketing Agent represents and warrants as of the date hereof as follows:

(a) the Remarketing Agent is a member of the Financial Industry Regulatory Authority, having a capitalization of at least \$15,000,000, and otherwise meets the requirements for the Remarketing Agent set forth in the Resolution;

(b) the Remarketing Agent has been duly incorporated, is validly existing and is in good standing under the laws of the State of Delaware, and is authorized by law to perform all the duties and obligations imposed upon it as Remarketing Agent by this Agreement and the Resolution; and

(c) the Remarketing Agent has full power and authority to take all actions required or permitted to be taken by the Remarketing Agent by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement and the Resolution.

Section 8. Fees and Expenses.

(a) For the Remarketing Agent's services under this Agreement and the Resolution, the Issuer will pay to the Remarketing Agent a fee (the "Remarketing Agent Fee") equal to [the greater of (a)]the *per annum* rate of [____]% of the weighted average aggregate principal amount of Bonds outstanding for the immediately preceding quarter [and (b) \$____], until the earlier to occur of (x) the termination of this Agreement or (z) the effective date of the removal or resignation of the Remarketing Agent. The Issuer shall pay the Remarketing Agent Fee, in arrears, commencing on July 1, 2020, and thereafter on each July 1, October 1, January 1 and April 1 (or the next business day thereafter). In the event of a termination of this Agreement or the removal or resignation of the Remarketing Agent, the Issuer shall pay any accrued Remarketing Agent Fee during the quarter in which such termination, removal or resignation occurs on the effective date of such termination, removal or resignation. If the Bonds are remarketed in connection with the conversion of the interest rate to a Long Term Interest Rate, the Issuer and the Remarketing Agent will act in good faith to agree on a fee for such remarketing.

(b) The Issuer will pay all expenses of delivering remarketed Bonds and reimburse the Remarketing Agent for all out-of-pocket expenses incurred by it as Remarketing Agent, including reasonable counsel fees and disbursements.

Section 9. Compliance with MSRB Rule G-34(c).

(a) The Issuer agrees that it shall provide the following to the Remarketing Agent to assist in complying with its obligations under MSRB Rule G-34(c):

(1) on the effective date of this Agreement, a copy of each executed and currently effective Rule G-34 Document;

(2) no later than ten (10) business days prior to the proposed date of any amendment, extension or renewal, replacement or termination of any of the then current

Rule G-34 Documents, written notice that such document is proposed to be amended, extended, renewed, replaced or terminated, as the case may be, and the expected date of execution and delivery of such amendment, extension, renewal, replacement or termination, as the case may be;

(3) within one (1) business day after the execution and delivery of any amendment, extension, renewal, replacement or termination, as the case may be, of any of the then current Rule G-34 Documents, a copy thereof; and

(4) no later than three (3) business days after receiving a request from the Remarketing Agent for any Rule G-34 Document, a copy thereof.

In each instance that Rule G-34 Documents are delivered to the Remarketing Agent pursuant to this Section 9(a), the Issuer shall provide: (A) a clean final execution copy of each relevant document; and (B) in any such document where any redactions are made, (x) a redacted final execution copy of such document, and (y) a file containing a list showing all redactions that have been made to such document.

(b) If the Issuer determines that any information in the Rule G-34 Documents is confidential or proprietary, the Issuer shall discuss such information and the potential redaction thereof with the Remarketing Agent and its counsel to ensure compliance by the Remarketing Agent with MSRB Rule G-34(c).

(c) In the event that the Issuer does not provide the Remarketing Agent with a copy of a document described in Section 9(a) above, the Issuer acknowledges that the Remarketing Agent may file a notice with the SHORT System that such document will not be provided at such times as specified by the MSRB and in the SHORT System users' manual.

(d) The Issuer will hold harmless the Remarketing Agent with respect to any confidential or proprietary information that is made public when the Remarketing Agent files the Rule G-34 Documents with the SHORT System.

(e) If there are any additional regulatory requirements, amendments or modifications to the securities laws with which the Remarketing Agent must comply, the Issuer shall take all steps reasonably requested by the Remarketing Agent or its counsel necessary to comply with such additional requirements.

(f) The Issuer shall reimburse the Remarketing Agent for any costs incurred in connection with compliance with MSRB Rule G-34(c) including, but not limited to, fees charged by trustees or other parties supplying documents that the Issuer has not produced in a timely manner.

Section 10. Termination or Suspension. In addition to the provisions of Section 11 ("Resignation and Removal of the Remarketing Agent") hereof, the Remarketing Agent shall have the right in its sole discretion to immediately terminate or suspend its obligations under this Agreement upon the occurrence of any of the following events by notifying the Issuer and the Trustee in writing or by electronic means of its election to do so if the Remarketing Agent reasonably determines that one or more of the following events has occurred:

(a) any one or more of the representations and warranties of the Issuer made hereunder is not true and correct in any material respect;

(b) the Issuer has breached one or more of its covenants, agreements or obligations under this Agreement in any material respect;

(c) the Issuer shall fail to observe any of its covenants, agreements or obligations made under the Financing Documents in any material respect;

(d) any event shall occur or information shall become known, which, at any time, in the Remarketing Agent's reasonable opinion, makes untrue, incorrect, incomplete or misleading in any material respect any statement or information contained in the then Current Remarketing Statement, as the information contained therein has been supplemented or amended, or causes the Current Remarketing Statement to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(e) an amendment to the Constitution of the United States or the State of California shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation shall have been recommended (whether or not then introduced) to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) 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 legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage 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 a decision shall have been rendered by a court of the United States or of the State of California or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State of California authority, with respect to federal or State of California taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Remarketing Agent, may have the purpose or effect, directly or, indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by State of California legislation;

(f) legislation shall have been enacted, proposed (whether or not then introduced), introduced or reported by any committee for passage by either house of the Congress or by any body of the State legislature of the State of California or recommended for passage by the President of the United States, or a decision rendered by any federal court or California court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the Securities Act or that the Resolution is not exempt from qualification under the Trust Indenture Act;

(g) a stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution and delivery of any document relating to the issuance, as contemplated hereby or by the Current Remarketing Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the Securities Act, the Exchange Act or the Trust Indenture Act, each as amended and as then in effect;

(h) an order, decree or injunction of any court of competent jurisdiction, 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 any or all underlying obligations, as contemplated hereby or by the Current Remarketing Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect;

(i) additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(j) any of the rating agencies then rating the Bonds or the Credit Provider shall either (i) downgrade the long-term ratings assigned to either the Bonds or the Credit Provider below “BBB-” by S&P Global Ratings (“S&P”) or Fitch, Inc., doing business as Fitch Ratings (“Fitch”), or “Baa3” by Moody’s Investors Service (“Moody’s”), as applicable, or the short-term ratings assigned to the Bonds below the highest short-term category of the applicable rating agency (without regard to subcategory), or (ii) suspend or withdraw the then current ratings assigned to the Bonds;

(k) a general banking moratorium is declared by either federal, New York or California authorities;

(l) the general suspension of trading on any national securities exchange;

(m) there shall have occurred an actual or imminent default or a moratorium in respect of payment of any United States Treasury bills, bonds or notes, the effect of which, in the Remarketing Agent's judgement, makes it impracticable to market the Bonds or to enforce contracts for the sale of the Bonds;

(n) there shall have occurred any new outbreak of hostilities or any material escalation in any present hostilities or other new national or international calamity, crisis or terrorist activity, the effect of such outbreak, escalation, calamity, crisis or terrorist activity on the operation of the government or financial markets of the United States, in the Remarketing Agent's judgement, is to materially adversely affect the marketability of the Bonds;

(o) the occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market;

(p) an "event of default" shall have occurred and be continuing under any of the Financing Documents;

(q) the Issuer shall fail to pay, or cause to be paid, when due, or shall declare a moratorium on the payment of, or shall repudiate its obligations under, any Bonds or any of its other bonds or indebtedness;

(r) a court of competent jurisdiction shall have entered a final, nonappealable order or judgment that any Bonds or any of the Issuer's other outstanding bonds or indebtedness, or obligations securing any bonds (including, without limitation, the Bonds) or other indebtedness are illegal or unenforceable;

(s) in the reasonable judgment of the Remarketing Agent, the market price or marketability of the Bonds or the ability of the Remarketing Agent to enforce contracts for the sale of Bonds shall have been materially adversely affected by an amendment of or supplement to the Current Remarketing Statement, notwithstanding the Remarketing Agent's approval or consent of such amendment or supplement prior to its distribution;

(t) there is any material adverse change in the affairs (whether financial or otherwise) of the Credit Provider or the Issuer which, in the sole judgment of the Remarketing Agent, makes it impractical or inadvisable to proceed with the remarketing of the Bonds as contemplated by this Agreement and by the Remarketing Statement;

(u) the expiration or termination of the Letter of Credit unless it is being replaced by an alternate or substitute credit facility or liquidity facility acceptable to the Remarketing Agent;

(v) any litigation shall be instituted, pending or threatened contesting the existence or powers of the Issuer or the Credit Provider; or

(w) the Issuer shall fail to comply in any material respect with its obligations under the Continuing Disclosure Certificate.

Section 11. Resignation and Removal of the Remarketing Agent. The Remarketing Agent may at any time resign and be discharged of its duties and obligations hereunder upon providing the Trustee and the Issuer with forty-five (45) days' prior written notice. The Remarketing Agent may be removed at any time, at the direction of the Issuer upon forty-five (45) days' prior written notice to the Remarketing Agent. Upon removal or resignation of the Remarketing Agent, the Issuer shall promptly cause the Trustee to give notice thereof in accordance with the Financing Documents to all Owners and to any rating agency which has assigned a rating to the Bonds.

Section 12. Dealing in Bonds by the Remarketing Agent.

(a) The Remarketing Agent, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds, including, without limitation, any Bonds offered and sold by the Remarketing Agent pursuant to this Agreement, and may join in any action which any Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Remarketing Agent may sell any of such Bonds at prices above or below par, at any time. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depositary, trustee, or agent for any committee or body of Owners or other obligations of the Issuer as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall obligate the Remarketing Agent to purchase any Bonds at any time.

Section 13. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the transactions contemplated by this Agreement are arm's length, commercial transactions among the Issuer and in which the Remarketing Agent is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and the Remarketing Agent has financial and other interests that differ from those of the Issuer; (ii) the Remarketing Agent has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Remarketing Agent or its affiliates have provided other services or are currently providing other services to the Issuer on other matters) or other contractual, advisory or fiduciary obligation to the Issuer related to this Agreement except the contractual obligations expressly set forth in this Agreement; (iii) the Remarketing Agent has a duty to deal with the Issuer in a fair and reasonable manner, but must balance that duty with its duty to determine interest rates on the Bonds and perform its other responsibilities as Remarketing Agent in a manner that is fair and reasonable to investors; (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; and (v) the responsibilities and obligations of the Remarketing Agent under this Agreement are purely contractual in nature and the Remarketing Agent is not undertaking and is not serving in the capacity as agent under the law of agency.

Section 14. Reserved.

Section 15. Term of Agreement. This Agreement shall become effective on the date hereof and shall continue in full force and effect until the earliest to occur of (a) the payment in full of the Bonds, (b) the conversion of all Bonds to a Long Term Interest Rate or (c) the removal or resignation of the Remarketing Agent hereunder. Notwithstanding any provision of the Financing Documents or this Agreement to the contrary, the provisions of Section 8 (“Fees and Expenses”) hereof and the obligations of the Issuer and the Remarketing Agent thereunder shall survive any termination of this Agreement.

Section 16. Governing Law. This Agreement shall be deemed to be a contract under, and for all purposes shall be governed by and construed and interpreted in accordance with the laws of the State of New York without regard to choice of law rules (other than New York General Obligations Laws Section 5-1401 and 5-1402); provided, however, that the obligations of the Issuer shall be governed by, and construed and interpreted in accordance with the laws of the State of California.

Section 17. Intention of Parties. It is the express intention of the parties hereto that any purchase, sale or transfer of any Bonds, as herein provided, shall not constitute or be construed to be the extinguishment of any Bonds or the indebtedness represented thereby or the reissuance of any Bonds.

Section 18. Waiver of Trial by Jury. (a) ANY RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THIS AGREEMENT ARE EXPRESSLY AND IRREVOCABLY WAIVED BY THE PARTIES HERETO.

(b) In the event the waiver of jury trial as set forth in subsection (a) of this Section shall be declared void or unenforceable, each of the parties hereto agrees to refer the dispute to a judicial referee in accordance with the provisions of Section 638 *et seq.* of the California Code of Civil Procedure.

Section 19. Miscellaneous.

(a) The Issuer acknowledges and agrees that the Remarketing Agent shall have no obligation under this Agreement to provide any services, provide any advice or take any other action to the extent that the Remarketing Agent determines, in its sole discretion, would cause the Remarketing Agent to be considered a “municipal advisor” as defined under Section 15B of the Exchange Act and SEC Rule 15Ba1-1.

(b) Except as otherwise specifically provided herein, all notices, demands and formal actions under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by electronic means, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid. Any such notice shall be effective when received at the address specified below for the intended recipient (or at such other address as such recipient may designate from time to time by notice to the other party).

The Remarketing Agent:

BofA Securities, Inc.
One Bryant Park, Ninth Floor
New York, New York 10036
Attention: Municipal Money Markets
Telephone: 212-449-5544
Facsimile: 646-736-6960
Email: dg.temm@bofa.com

The Issur:

City of Riverside
3900 Main Street
Riverside, California 92522
Attention: City Treasurer
Telephone: 909-826-5660
Facsimile: 909-826-5683

The Trustee:

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Corporate Trust Services
Telephone: 213-625-6005
Facsimile: 213-625-6196

The Credit Provider:

Bank of America, N.A.
333 S. Hope Street, Suite 3820
Los Angeles, California 90071
Attention: Greg S. Bailey
Telephone: 213-621-7131
Facsimile: 415-796-5697

With a copy to:

Bank of America, N.A.
Fifth Avenue Plaza
800 5th Avenue, Suite/Floor 35
Seattle, Washington 98104
Mail code: WA1-501-35-11
Attention: Municipal Credit
Telephone: 206-358-8305
Facsimile: 206-585-8644

(c) This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The terms “successors” and “assigns” shall not include any purchaser of any of the Bonds merely because of such purchase. Neither the Credit Provider nor any Owner or other third party shall have any rights or privileges hereunder.

(d) All of the representations and warranties of the Issuer in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Remarketing Agent; (ii) the offering and sale of and any payment for any Bonds hereunder; or (iii) the termination or cancellation of this Agreement.

(e) This Agreement and each provision hereof shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by each of the parties hereto.

(f) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(g) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF RIVERSIDE

By: _____
Name:
Title:

BofA SECURITIES, INC.

By: _____
Name:
Title: