

PRIOR BONDS ESCROW AGREEMENT
(_____ BONDS)

THIS PRIOR BONDS ESCROW AGREEMENT, dated as of _____, 2018 (the “Agreement”), by and between the Successor Agency to the Redevelopment Agency of the City of Pomona (the “Successor Agency”), the Pomona Public Financing Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A., acting in its capacity as escrow bank (the “Escrow Bank”), and the Prior Trustee (as defined below) is entered into in accordance with an Indenture of Trust dated as of _____ (the “Prior Indenture”), by and between the Redevelopment Agency of the City of Pomona (the “Former Agency”) and The Bank of New York Mellon Trust Company, N.A. (the “Prior Trustee”), to refund all of the outstanding Prior Bonds (as defined below).

W I T N E S S E T H :

WHEREAS, the Authority has previously issued its \$_____ initial aggregate principal amount [Pomona Public Financing Authority _____ Revenue Bonds, Series ____ (_____) Redevelopment Project _____] (the “Prior Bonds”); and

WHEREAS, the payments of principal of and interest on the Prior Bonds are secured by certain payments to be made by the Successor Agency in repayment of a loan made to the former Redevelopment Agency of the City of Pomona (the “Former Agency”) by the Authority (the “Agency Loan”) pursuant to a that certain Loan Agreement dated as of _____ (the “Loan Agreement”); and

WHEREAS, Section ____ of the Prior Indenture provides for the redemption of the Prior Bonds upon payment to the Prior Trustee of the redemption price of the Agency Loan pursuant to the Loan Agreement; and

WHEREAS, on June 28, 2011, the California Legislature adopted ABx1 26 (the “Dissolution Act”) and ABx1 27 (the “Opt-in Bill”); and

WHEREAS, the California Supreme Court subsequently upheld the provisions of the Dissolution Act and invalidated the Opt-in Bill resulting in the Former Agency being dissolved as of February 1, 2012; and

WHEREAS, the powers, assets and obligations of the Former Agency were transferred on February 1, 2012 to the Successor Agency; and

WHEREAS, on or about June 27, 2012, AB1484 was adopted as a trailer bill in connection with the 2012-13 California Budget; and

WHEREAS, AB1484 specifically authorizes the issuance of refunding bonds by the Successor Agency to refund outstanding bonds for the purpose of reducing debt service; and

WHEREAS, the Successor Agency has determined that it is in the Successor Agency’s best interest to issue the \$_____ Successor Agency to the Redevelopment Agency of the City of Pomona 2018 Tax Allocation Refunding Bonds, Series BI (Federally Taxable) (the “2018 Bonds”) pursuant to an Indenture of Trust dated as of _____, 2018, by and between the Successor

Agency and Zions Bank, a division of ZB, National Association, as trustee (the “Trustee”), and together with certain other money deposited by the Successor Agency, proceeds of the 2018 Bonds will be used to provide the funds to pay all principal and accrued interest on the Agency Loan maturing after _____ on _____ (the “Redemption Price”); and

WHEREAS, the redemption of the Agency Loan will effect a redemption of the Prior Bonds.

WHEREAS, by irrevocably depositing with the Escrow Bank moneys (as permitted by, in the manner prescribed by, and all in accordance with the Loan Agreement and the Prior Indenture), which moneys, together with the moneys deposited with the Escrow Bank at the same time pursuant to this Agreement, will be fully sufficient to pay and discharge the Agency Loan, thereby causing the redemption and defeasance of the Prior Bonds;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Successor Agency, the Authority and the Escrow Bank agree as follows:

SECTION 1. Deposit of Moneys.

(a) Agency Loan. The Successor Agency hereby instructs the Prior Trustee to transfer (i) \$_____ from the reserve funds maintained pursuant to the Loan Agreement; and (ii) \$_____ from the debt service funds maintained pursuant to the Prior Indenture to the Escrow Bank for deposit into the Agency Loan Escrow Fund established hereunder. The Successor Agency hereby instructs the Escrow Bank to deposit \$_____ received from the Trustee from a portion of the net proceeds of the sale of the 2018 Bonds into the Agency Loan Escrow Fund established hereunder. The Escrow Bank shall hold all such amounts in irrevocable escrow separate and apart from other funds of the Authority, Successor Agency and the Escrow Bank in a fund hereby created and established to be known as the “Agency Loan Escrow Fund” and to be applied solely as provided in this Agreement. The Successor Agency hereby instructs the Escrow Bank to [apply \$_____ of the moneys set forth above to purchase the Defeasance Securities listed in Schedule A hereto and to hold \$_____ uninvested as cash.]

(a) Prior Bonds. The Successor Agency hereby instructs the Escrow Bank to deposit all Defeasance Securities and cash held in the Agency Loan Escrow Fund into the Prior Bonds Escrow Fund established hereunder. The Escrow Bank shall hold all such amounts in irrevocable escrow separate and apart from other funds of the Authority and the Escrow Bank in a fund hereby created and established to be known as the “Authority Bonds Escrow Fund” and to be applied solely as provided in this Agreement. Upon transfer of the Defeasance Securities and cash held in the Agency Loan Escrow Fund into the Authority Bonds Escrow Fund as provided above, the Agency Loan Escrow Fund shall be closed.

SECTION 2. Investment of Moneys. The Escrow Bank acknowledges receipt of the moneys described in Section 1 and agrees to immediately invest such moneys in the Defeasance Securities listed on Schedule A hereto and to deposit such Defeasance Securities as instructed in Section 1 above. The Escrow Bank shall be entitled to rely upon the conclusion of _____ (the “Verification Agent”), that the Defeasance Securities listed on Schedule A hereto mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Authority Bonds Escrow Fund, will be sufficient to pay when due with respect to the Prior Bonds, all regularly scheduled payments of principal and interest on and prior to the Redemption Date, and to

pay the Redemption Price of the Prior Bonds on the Redemption Date, as shown on Schedule A attached hereto.

If the Escrow Bank learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Bank shall promptly request alternative written investment instructions from the Successor Agency with respect to funds which were to be invested in SLGS. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the Successor Agency. In the absence of investment instructions from the Successor Agency, the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the Successor Agency's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the Successor Agency, the Escrow Bank shall reinvest any other amount of principal and interest, or any portion thereof, received from the Defeasance Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable federal securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions delivered to the Escrow Bank and Assured Guaranty Corp. to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Authority Bonds Escrow Fund to pay all regularly scheduled payments of principal and interest with respect to the Prior Bonds when due on and prior to the Redemption Date, and to pay the Redemption Price of the Prior Bonds on the Redemption Date, and provided that the Successor Agency has obtained and delivered to the Escrow Bank an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Prior Bonds or interest on the 2018 Bonds. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the Successor Agency with respect to the refunding of the Prior Bonds or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of tax-exempt obligations of political subdivisions, shall be paid to the Successor Agency promptly upon the receipt of such interest income by the Escrow Bank. The determination of the Successor Agency as to whether an accountant qualifies under this Agreement shall be conclusive.

SECTION 4. Substitution of Securities. Upon the written request of the Successor Agency, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Bank shall sell, redeem or otherwise dispose of the Defeasance Securities, provided that there are substituted therefor from the proceeds of the Defeasance Securities other Defeasance Securities, but only after the Successor Agency has obtained and delivered to the Escrow Bank (with a copy to Assured Guaranty Corp.): (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the Prior Bonds and that such reinvestment will not

adversely affect the exclusion from gross income for federal income tax purposes of the interest portion of the Prior Bonds or interest with respect to the 2018 Bonds; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Authority Bonds Escrow Fund to pay all regularly scheduled payments of principal and interest with respect to the Prior Bonds when due on and prior to the Redemption Date and to pay the Redemption Price of the Prior Bonds on the Redemption Date. The Escrow Bank shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

SECTION 5. Payment of Prior Bonds.

(a) Payment.

(i) Agency Loan. From the maturing principal of the Defeasance Securities and the investment income and other earnings thereon and other moneys on deposit in the Agency Loan Escrow Fund, the Escrow Bank shall apply the amounts on deposit in the Agency Loan Escrow Fund to pay when due, all regularly scheduled payments of principal and interest with respect to the Agency Loan when due on and prior to the Redemption Date, and to pay the Redemption Price of the Agency Loan on the Redemption Date.

(ii) Prior Bonds. From the debt service payments on the Agency Loan and other moneys on deposit in the Authority Bonds Escrow Fund, the Escrow Bank shall apply the amounts on deposit in the Authority Bonds Escrow Fund to pay when due, all regularly scheduled payments of principal and interest with respect to the Prior Bonds when due on and prior to the Redemption Date and to pay the Redemption Price of the Prior Bonds on the Redemption Date.

(b) Irrevocable Instructions to Provide Notice.

(i) The form of the notices required to be mailed pursuant to Sections ____ and ____ of the Prior Indenture is substantially in the form attached hereto as Exhibits A and B. The Authority hereby irrevocably instructs the Escrow Bank to mail a notice of redemption and notice of defeasance in accordance with Sections ____ and ____ of the Prior Indenture. The Authority hereby irrevocably instructs the Escrow Bank to file on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("EMMA") the notice attached hereto as Exhibit A no later than _____, 2018 and the notice attached hereto as Exhibit B no later than 10 days after the deposit of the moneys as set forth in Section 1 hereof.

(ii) All notices of redemption required by the Loan Agreement, including notices of redemption and notices of defeasance, are hereby deemed to have been provided to, and received by, the Trustee and the Authority, as lender of the Agency Loan, in accordance with the Loan Agreement.

(c) Unclaimed Moneys. Any moneys which remain unclaimed for two years after _____, 2018 shall be repaid by the Escrow Bank to the Successor Agency.

(d) Priority of Payments. The owners of the Prior Bonds shall have a first and exclusive lien on all moneys in the Escrow Fund until such moneys are used and applied as provided in this Agreement.

(e) Termination of Obligation. As provided in the Prior Indenture, upon deposit of moneys with the Escrow Bank in the Escrow Fund as set forth in Section 1 hereof, the owners of the Prior Bonds shall cease to be entitled to the pledge of and lien on the Revenues as provided in the Prior Indenture, and all agreements and covenants of the Former Agency and the Trustee under the Prior Indenture shall cease, terminate and become void and shall be discharged and satisfied, except as set forth in the Prior Indenture.

SECTION 6. Application of Certain Terms of the Prior Indenture. All of the terms of the Prior Indenture relating to the making of payments of principal and interest with respect to the Prior Bonds and relating to the exchange or transfer of the Prior Bonds are incorporated in this Agreement as if set forth in full herein. The procedures set forth in Article VII of the Prior Indenture relating to the removal, resignation and merger of the Prior Trustee under the Prior Indenture are also incorporated in this Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any removal, resignation or merger of the Escrow Bank hereunder.

SECTION 7. Performance of Duties. The Escrow Bank agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 8. Escrow Bank's Authority to Make Investments. Except as provided in Section 5 hereof, the Escrow Bank shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of the moneys held hereunder.

SECTION 9. Indemnity. The Successor Agency hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the Successor Agency or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the Successor Agency shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Bank's respective employees or the willful breach by the Escrow Bank of the terms of this Agreement. In no event shall the Successor Agency or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

SECTION 10. Responsibilities of Escrow Bank. The Escrow Bank and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in

good faith in the conduct of its duties. The recitals of fact contained in the “Whereas” clauses herein shall be taken as the statements of the Successor Agency, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the Prior Bonds or to the validity of this Agreement as to the Agency and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the Successor Agency, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the Successor Agency.

No provision of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Agreement and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or system specified by the Escrow Bank as available for use in connection with its services hereunder); provided, however, that the Successor Agency shall provide to the Escrow Bank an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Successor Agency whenever a person is to be added or deleted from the listing. If the Successor Agency elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank’s understanding of such Instructions shall be deemed controlling. The Successor Agency understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such Authorized Officer. The Successor Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the Successor Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Successor Agency. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Successor Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Successor Agency; (iii) that the security procedures

(if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

The Escrow Bank shall furnish the Successor Agency periodic cash transaction statements which include detail for all investment transactions effected by the Escrow Bank or brokers selected by the Successor Agency. Upon the Successor Agency's election, such statements will be delivered via the Escrow Bank's online service and upon electing such service, paper statements will be provided only upon request. The Successor Agency waives the right to receive brokerage confirmations of security transactions effected by the Escrow Bank as they occur, to the extent permitted by law. The Successor Agency further understands that trade confirmations for securities transactions effected by the Escrow Bank will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Bank without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 11. Amendments. This Agreement is made for the benefit of the Successor Agency, the Authority and the owners from time to time of the Prior Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Bank, the Authority and the Successor Agency; provided, however, that the Successor Agency, the Authority and the Escrow Bank may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement or the Prior Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Bank; and (iii) to include under this Agreement additional funds. The Escrow Bank shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section 11, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 11. In the event of any conflict with respect to the provisions of this Agreement, this Agreement shall prevail and be binding.

SECTION 12. Notice to Standard & Poor's. The Successor Agency agrees to provide Standard & Poor's, a Division of the McGraw-Hill Companies, 55 Water Street, 45th Floor, New York, New York 10041, prior notice of each amendment entered into pursuant to Section 11 hereof and a copy of such proposed amendment, and to forward a copy (as soon as possible) of (i) each amendment hereto entered into pursuant to Section 11 hereof, and (ii) any action relating to severability or contemplated by Section 15 hereof.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the Prior Bonds have been paid

in accordance with this Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Bank pursuant to Section 5(c) of this Agreement.

SECTION 14. Compensation. The Escrow Bank shall receive its reasonable fees and expenses as previously agreed to by the Escrow Bank, the Authority and the Successor Agency and any other reasonable fees and expenses of the Escrow Bank approved by the Authority and the Successor Agency; provided, however, that under no circumstances shall the Escrow Bank be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the Agency Loan Escrow Fund or the Authority Bonds Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Bank under this Agreement.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority, the Successor Agency or the Escrow Bank to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. This Agreement shall be construed under the laws of the State of California.

SECTION 18. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Escrow Bank are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period from and after such nominal date.

SECTION 19. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the Authority and the Successor Agency.

SECTION 20. Reorganization of Escrow Bank. Notwithstanding anything to the contrary contained in this Agreement, any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Bank is a party, or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Bank without execution or filing of any paper or any paper or further act, if such company is eligible to serve as Escrow Bank.

SECTION 21. Insufficient Funds. If at any time the Escrow Bank has actual knowledge that the moneys and investments in the Authority Bonds Escrow Fund, including the anticipated proceeds of and earnings thereon, will not be sufficient to make all payments required by this Agreement, the Escrow Bank shall notify the Successor Agency in writing, of the amount thereof and the reason

therefor to the extent known to it. The Escrow Bank shall have no responsibility regarding any such deficiency.

SECTION 22. Notice to Escrow Bank, Successor Agency. Any notice to or demand upon the Escrow Bank may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Bank at 333 South Grand Avenue, 5th Floor, Suite 5A, MAC EZ064A-0SA, Los Angeles, CA 90071, Attention: Corporate Trust Department. Any notice to or demand upon the Successor Agency shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the Successor Agency at Successor Agency at 11333 Valley Boulevard, CA 91731, Attention: Executive Director (or such other address as may have been filed in writing by the Successor Agency with the Escrow Bank).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and attested as of the date first above written.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF POMONA

By: _____
Executive Director

POMONA PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED.]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Escrow Bank and Prior Trustee

By: _____
Authorized Officer

SCHEDULE A
ESCROW CASH FLOW

<i>Date</i>	<i>Total Cash Deposit</i>	<i>Cash Disbursement from Escrow</i>	<i>Cash Balance</i>
Beginning Balance: _____, 2017	\$	\$	\$ \$0.00
Total	<u>\$</u>	<u>\$</u>	

EXHIBIT A

NOTICE OF REDEMPTION

POMONA PUBLIC FINANCING AUTHORITY
[_____ REVENUE BONDS, SERIES _____
(_____ REDEVELOPMENT PROJECT)]

BASE CUSIP NO. _____

NOTICE IS HEREBY GIVEN to the owners of the above-captioned [\$_____ initial aggregate principal amount Pomona Public Financing Authority _____ Revenue Bonds, Series ____ (_____ Redevelopment Project) (the “Prior Bonds”) pursuant to the Indenture of Trust dated as of _____, by and between the Pomona Public Financing Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A., [formerly known as The Bank of New York Trust Company, N.A.] (the “Prior Trustee”), that the Prior Bonds in the aggregate principal amount of \$_____ have been called for redemption on _____, 2018 (the “Redemption Date”).

Prior Bonds

<i>CUSIP</i>	<i>Bond Payment Date (_____ 1)</i>	<i>Rate</i>	<i>Amount</i>	<i>Price</i>
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The Prior Bonds will be payable on the Redemption Date at a redemption price of 100% of the principal amount plus accrued interest to such date (the “Redemption Price”). Subject to prior rescission as referenced below, the Redemption Price of the Prior Bonds will become due and payable on the Redemption Date. Interest with respect to the Prior Bonds to be redeemed will cease to accrue on and after the Redemption Date, and such Prior Bonds will be surrendered to the Prior Trustee.

All Prior Bonds are required to be surrendered to the corporate trust office of the Trustee, on the Redemption Date at the following location. If the Prior Bonds are mailed, the use of registered, insured mail is recommended:

First Class/Registered/Certified
The Bank of New York Mellon
Global Corporate Trust
P.O. Box 396
East Syracuse, New York 13057

Express Delivery Only
The Bank of New York Mellon
Global Corporate Trust
111 Sanders Creek Parkway
East Syracuse, New York 13057

By Hand Only
The Bank of New York Mellon
Global Corporate Trust
Corporate Trust Window
101 Barclay Street 1st Floor East
New York, New York 10286

Public Facilities Financing Authority of the City of San Diego
By: The Bank of New York Mellon Trust Company, N.A.
as Escrow Bank and Prior Trustee
Bondholder Communications: 800-254-2826

If the Owner of any Prior Bond subject to optional redemption fails to deliver such Prior Bond to the Prior Trustee on the Redemption Date, such Prior Bond shall nevertheless be deemed redeemed on the Redemption Date and the Owner of such Prior Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds held by the Prior Trustee for such payment.

A form W-9 must be submitted with the Prior Bonds. Failure to provide a completed form W-9, or certify the proper tax identification number will result in backup withholding under Section 3406 of the Internal Revenue Code of 1986, as amended.

The Authority and the Prior Trustee 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 for the convenience of the holders.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Prior Trustee

DATED this ____ day of _____, 2018.

EXHIBIT B

NOTICE OF DEFEASANCE

POMONA PUBLIC FINANCING AUTHORITY
[_____ REVENUE BONDS, SERIES _____
(_____ REDEVELOPMENT PROJECT)]

BASE CUSIP NO. _____

NOTICE IS HEREBY GIVEN to the owners of the above-captioned \$_____ initial aggregate principal amount Pomona Public Financing Authority [_____ Revenue Bonds, Series _____ (_____ Redevelopment Project)] (the "Prior Bonds") of the Pomona Public Financing Authority (the "Authority"), that the Authority has deposited with The Bank of New York Mellon Trust Company, N.A., as trustee (the "Prior Trustee") under the Indenture of Trust dated as of _____ (the "Prior Indenture"), by and between the Authority and the Prior Trustee, cash sufficient to pay with respect to the Prior Bonds, all principal maturing after _____, 2018, plus interest with respect thereto accrued to such date, without premium.

The Prior Bonds to be defeased are as follows:

<i>CUSIP</i>	<i>Bond Payment Date (_____ 1)</i>	<i>Rate</i>	<i>Amount</i>	<i>Price</i>
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In accordance with the Prior Indenture, the Prior Bonds are deemed to have been paid in accordance with Section 10.03 (defeasance) thereof and the obligations of the Authority under the Prior Indenture shall thereupon cease, terminate and become void and be discharged and satisfied.

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

DATED this ____ day of _____, 2018.