

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

635
A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
February 16, 2011

SUBJECT: Resolution No. 2011-052 – Alvord Unified School District General Obligation Bonds, 2007 Election, Series C (Vote on Separately)

RECOMMENDED MOTION: That your Honorable Board approve and adopt Resolution No. 2011-052 authorizing the issuance and sale of general obligation bonds on behalf of Alvord Unified School District (the "District") in a principal amount not to exceed \$20,000,000.

BACKGROUND: California law requires that the general obligation bonds of a school district be offered for sale by the Board of Supervisors of Riverside County when the Riverside County Superintendent of Schools has jurisdiction over the district and when the district wishes to offer its bonds via a negotiated sale. Although a board of supervisors is authorized to opt out of that requirement, your Honorable Board has not adopted the necessary enabling resolution. At the same time the County Treasurer has taken the position that school districts should not be negotiating the sale of bonds without his participation.
(Continued on page two)

Don Kent, Treasurer-Tax Collector

FORM APPROVED COUNTY COUNSEL
BY DALE A. GARDNER 2/15/11
Departmental Reference

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY:
Karen L. Johnson

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
Dep't Rec'd Consent Policy
Per Exec. Ofc.: Consent Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor-Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: March 1, 2011
xc: Treasurer

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Date: February 16, 2011
From: Treasurer-Tax Collector
Subject: Resolution No. 2011-052
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The Riverside County Superintendent of Schools has jurisdiction over the Alvord Unified School District which is planning to issue and sell bonds via a negotiated sale. Therefore the Education Code provides that the Riverside County Board of Supervisors is responsible for issuing and selling these District bonds, via a negotiated sale, on behalf of the District. To that end, the District's Board of Trustees adopted a resolution requesting this Board to sell the District's general obligation bonds in an aggregate principal amount not to exceed \$20,000,000.

An election was held on November 6, 2007, pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A and subdivision (b) of Section 18 of Article XVI of the California Constitution and Section 15266 of the Education Code which codifies, in part, Proposition 39. During that election, a measure authorizing the District to incur general obligation bonded indebtedness in an aggregate principal amount not to exceed \$196,000,000 was approved by more than 55% of the qualified voters voting on the measure. In response to the District's request, on January 12, 2011 the State Board of Education granted the District a waiver of certain bonding capacity limitations set forth the Education Code.

The County Board of Supervisors has previously issued and sold Alvord Unified School District General Obligation Bonds, 2007 Election, Series A (the "Series A Bonds") in an initial par amount of \$60,000,000 and Alvord Unified School District General Obligation Bonds, 2007 Election, Series B (the "Series B Bonds") in an initial par amount of \$40,000,000.

In addition, the District previously issued its 2009 General Obligation Bond Anticipation Notes of Alvord Unified School District (the "2009 Notes") in the principal amount of \$60,000,000. A portion of the proceeds of the Series B Bonds were used to pay and defease a portion of the 2009 Notes.

Resolution No. 2011-052 authorizes the issuance and sale of Alvord Unified School District General Obligation Bonds, 2007 Election, Series C (the "Series C Bonds") in an aggregate principal amount not to exceed \$20,000,000 as requested by the District. The Series C Bonds will be issued and sold for the purpose of paying and redeeming a portion of the outstanding 2009 Notes, including interest and costs of issuance expenses thereof, and to pay the costs of issuance of the Series C Bonds. Accordingly, the proceeds of the Series C Bonds will be used to refinance various District projects.

In addition, Resolution 2011-052 authorizes Bond Counsel, Bowie, Arneson, Wiles & Giannone, to represent the County and the District in a judicial validation action relating to the bonds. The validation action will seek to validate the adoption of the District resolution authorizing the bonds; the adoption of Resolution 2011-052 authorizing the bonds; and the Education Code Section 33050 Waiver issued by the State Board of Education to the District with respect to the general obligation bonding capacity limitations set forth in Education Code Sections 15106 and 15270.

The Series C Bonds represent general obligations of the District; the Series C Bonds do not constitute a debt or obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Series C Bonds.

The Office of County Counsel has reviewed Resolution No. 2011-052 and has approved it as to form.

RESOLUTION NO. 2011-052

RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, PROVIDING FOR THE ISSUANCE AND SALE OF ALVORD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) PRESCRIBING THE TERMS OF THE BONDS AND THEIR SALE; APPROVING FORM AND AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS; MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING RELATED ACTIONS

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RESOLUTION NO. 2011-052

RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, PROVIDING FOR THE ISSUANCE AND SALE OF ALVORD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) PRESCRIBING THE TERMS OF THE BONDS AND THEIR SALE; APPROVING FORM AND AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS; MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING RELATED ACTIONS

WHEREAS, the Alvord Unified School District ("District") is a public unified school district located within the boundaries of the County of Riverside ("County"), State of California ("State"); and is duly organized and operating pursuant to the Constitution and the laws of the State; and

WHEREAS, an election was duly called and regularly held in the District, on November 6, 2007 ("Election"), and thereafter canvassed pursuant to law; and

WHEREAS, at such Election there was submitted to, and approved by the requisite fifty-five percent (55%) favorable vote of the qualified electors of the District, as certified by the Riverside County Registrar of Voters in the official canvassing of the voters, a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot measure submitted to the voters, in the maximum principal amount of \$196,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District ("Authorization"); and

FORM APPROVED COUNTY COUNSEL
BY DALE A. GARDNER DATE 2/15/11

1 **WHEREAS**, the results of the Election were certified by the Board of Education of the
2 District (“School Board”) by adoption of Resolution No. 22, adopted on January 17, 2008,
3 pursuant to State law, which Resolution No. 22 has been filed as required by State law; and
4

5 **WHEREAS**, the District, acting through the County and the County Board of
6 Supervisors (“County Board”), has previously authorized the issuance of, and did issue, its
7 “Alvord Unified School District General Obligation Bonds, 2007 Election, Series A” (“Series A
8 Bonds”), in the total initial par amount of \$60,000,000; and
9

10 **WHEREAS**, the District, acting through the County and the County Board, has
11 previously authorized the issuance of its “Alvord Unified School District General Obligation
12 Bonds, 2007 Election, Series B (“Series B Bonds”), in a total initial par amount not to exceed
13 \$40,000,000, leaving bonds of the authorization in a principal amount not less than \$96,000,000
14 unissued; and
15

16 **WHEREAS**, pursuant to the Authorization and Government Code Section 53506 et seq.,
17 including Government Code Section 53508.7(c) and, as applicable, Education Code Sections
18 15100 et seq., 15266, and 15350 et seq., the School Board adopted its Resolution No. 30 on
19 February 10, 2011 (“School Board Resolution”), a certified copy of which has been received by
20 the County Board, requesting the County Board to issue a series of such authorized bonds,
21 designated the “Alvord Unified School District General Obligation Bonds, 2007 Election, Series
22 C” in an aggregate principal amount not to exceed \$20,000,000 (“Series C Bonds”); and
23

24 **WHEREAS**, the District has requested the issuance of the Series C Bonds in any
25 combination of Current Interest Bonds, Capital Appreciation Bonds and Convertible Capital
26 Appreciation Bonds, all as defined herein; and
27
28

1 **WHEREAS**, the District previously issued the 2009 General Obligation Bond
2 Anticipation Notes of the Alvord Unified School District (“2009 Notes”) in the principal amount
3 of \$60,000,000 for the purpose of providing funds to finance the acquisition and construction of
4 public educational facilities and projects as described in the Authorization; and
5

6 **WHEREAS**, a portion of the proceeds of the Series B Bonds were used to pay and
7 defease a portion of the outstanding 2009 Notes; however, a portion of the 2009 Notes remain
8 outstanding; and
9

10 **WHEREAS**, the Series C Bonds will be issued and sold for the purpose of paying and
11 redeeming a portion of the outstanding 2009 Notes, including interest and costs of issuance
12 expenses thereof, and to pay for the costs of issuance of the Series C Bonds; and
13

14 **WHEREAS**, the District has requested the County to include certain actions relating to
15 the Series C Bonds, including certain findings and directives, as contained herein, as to the
16 recovery of certain issuance costs, interest costs and related costs for the 2009 Notes as a part of
17 the issuance and sale of the Series C Bonds; and
18

19 **WHEREAS**, the Series C Bonds are authorized to be issued by the County pursuant to
20 the Authorization, the provisions of the Government Code, specifically Government Code
21 Section 53506 et seq., and, as applicable, the provisions of the Education Code, specifically
22 Education Code Sections 15100 et seq. and 15266; and
23

24 **WHEREAS**, in the School Board Resolution, the School Board found and informed this
25 County Board that all acts and conditions necessary to be performed by the District or to have
26 been met precedent to and in the issuing and sale of the Series C Bonds in order to make them
27 legal, valid and binding general obligations of the District have been performed and have been
28

1 met, or will at the time of delivery of the Series C Bonds have been performed and met, in
2 regular and due form as required by law; and
3

4 **WHEREAS**, this County Board has been informed that the District will pursue, and pay
5 all necessary costs and expenses of, including, but not limited to, costs and expenses of the
6 County for a Validation Action relating to the approval of the School Board Resolution, approval
7 of this Resolution by this County Board, the validity of the form of the Purchase Agreement (as
8 defined below), the District's Waiver (as defined in the School Board Resolution) and certain
9 related matters, including the use of premium generated by the sale of the Series C Bonds in
10 order to pay and recover certain costs relating to the 2009 Notes; and
11

12 **WHEREAS**, the School Board has further requested this County Board to sell the Series
13 C Bonds to Piper Jaffray & Co. ("Underwriter") by negotiated sale pursuant to the terms of the
14 proposed form of Bond Purchase Agreement ("Purchase Agreement") among the County, the
15 District and the Underwriter, subject to the limitations set forth herein and in the School Board
16 Resolution; and
17

18 **WHEREAS**, given the anticipated time required to complete the validation action
19 referenced herein, it may be necessary for further action by this County Board to be taken in
20 2011 with respect to the offering documents, escrow and defeasance directives or other related
21 actions connected with the Series C Bonds and the proceeds thereof; and
22

23 **WHEREAS**, this County Board desires to make certain determinations and to authorize
24 the issuance and sale of the Series C Bonds.
25

26 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS**
27 **OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FOLLOWS:**
28

1 **SECTION 1. Recitals; Incorporation of School Board Resolution.** The foregoing
2 recitals are true and correct and are incorporated herein by this reference. The School Board
3 Resolution, adopted on February 10, 2011, together with the exhibits thereto, is on file with this
4 County Board and is incorporated herein by reference and all of the provisions thereof are made
5 a part hereof and shall be applicable to the issuance and delivery of the Series C Bonds, except as
6 otherwise specified herein.

7
8 **SECTION 2. Purpose and Designation of the Bonds.** The purpose of the Series C
9 Bonds is for raising money to refinance various projects for the District by paying a portion of
10 the 2009 Notes as authorized by the qualified electors pursuant to Education Code Sections
11 15266, 15150 and 15100, et seq., and to pay all reasonable and necessary costs of issuing and
12 delivering the Series C Bonds pursuant to Government Code Section 53506 et seq. and, as
13 applicable, Education Code Section 15145(a). The Series C Bonds shall be officially designated
14 as the "Alvord Unified School District General Obligation Bonds, 2007 Election, Series C."

15
16 **SECTION 3. Statutory Authorization.** The Series C Bonds are authorized to be issued
17 and sold by the County pursuant to the Authorization, the School Board Resolution, the
18 California Constitution, this Resolution, the provisions of Government Code Section 53506 et
19 seq., and to the extent applicable, Education Code Sections 15100 et seq., and 15266.

20
21 **SECTION 4. Negotiated Sale.** The Series C Bonds shall be sold at a negotiated sale
22 upon the direction of the District's Superintendent, or the Superintendent's designee(s), on behalf
23 of the District, acting together with an authorized representative of the Office of the County
24 Treasurer-Tax Collector ("Treasurer"). The Series C Bonds shall be sold pursuant to the
25 applicable provisions of the Government Code, the Education Code and the terms and conditions
26 set forth in the Purchase Agreement, as described herein.

1 **SECTION 5. Approval of Purchase Agreement.** The Series C Bonds will be sold at
2 negotiated sale by the Treasurer pursuant to the terms and conditions set forth in the Bond
3 Purchase Agreement (“Purchase Agreement”), substantially in the form appended hereto as
4 Exhibit “A” and incorporated by reference herein. The form of the Purchase Agreement is
5 hereby approved and the Treasurer, or any designated deputy thereof, is hereby authorized to
6 execute and deliver the Purchase Agreement and the Superintendent, or other Designated Officer
7 (as defined herein) of the District, is hereby requested to execute the Purchase Agreement, with
8 such changes therein, deletion wherefrom and modification thereto as the Treasurer, or
9 designated deputy thereof, and the District may approve, such approval to be conclusively
10 evidenced by the execution and delivery thereof; provided, however, that the principal amount of
11 the Series C Bonds shall be determined by the District (but in no event to exceed \$20,000,000),
12 the term of the Series C Bonds shall not exceed 40 years, the interest rate(s) of the Series C
13 Bonds shall not exceed the maximum allowed by law and the Underwriter’s discount, if any,
14 shall not exceed one and one-quarter percent (1.25%) of the principal amount of the Series C
15 Bonds (exclusive of any premium or original issue discount on the Series C Bonds, which
16 original issue discount shall not exceed five percent (5.00%)) (and further excluding any amount
17 held by the Underwriter to pay designated costs of issuance under the terms of the Purchase
18 Agreement). True interest cost for purposes of this Section means that nominal interest rate that,
19 when compounded semiannually and used to discount the debt service payments on the Series C
20 Bonds to the dated date(s) of the Series C Bonds, results in an amount equal to the purchase price
21 of the Series C Bonds, excluding interest accrued to the date of delivery. For purposes of this
22 calculation, the premium paid for the policy of municipal bond insurance, if any, shall be treated
23 as interest paid on the Series C Bonds on the date of delivery. The Treasurer, or designated
24 deputy thereof, is further authorized to determine the principal or issue amount of the Series C
25 Bonds of each maturity (including any Capital Appreciation Bonds or Convertible Capital
26 Appreciation Bonds) to be specified in the Purchase Agreement for sale by the County, up to an
27 aggregate principal or issue amount of \$20,000,000, to determine, upon consultation with the
28 District, whether to purchase bond insurance, to modify redemption terms for the Series C Bonds

1 and to enter into and execute the Purchase Agreement, if the conditions set forth in this
2 Resolution are met.

3
4 If, upon consultation with the Designated Officer (as defined below) of the District, the
5 District determines to acquire municipal bond insurance to secure the Series C Bonds, the
6 Treasurer may so provide in the Purchase Agreement.

7
8 **SECTION 6. Certain Definitions.** As used in this Resolution, the terms set forth below
9 shall have the following meanings ascribed to them:

10
11 (a) **“Accreted Interest”** means, with respect to the Capital Appreciation Bonds and
12 Convertible Capital Appreciation Bonds, the Accreted Value thereof minus the Principal Amount
13 thereof as of the date of calculation.

14
15 (b) **“Accreted Value”** means, as of the date of calculation, with respect to the Capital
16 Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date,
17 the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation,
18 compounded semiannually on each February 1 and August 1 (commencing on the date stated in
19 the Purchase Agreement), or such other dates or maturity date(s) as shall be specified in the
20 Purchase Agreement, with respect to the Capital Appreciation Bonds and Convertible Capital
21 Appreciation Bonds prior to the Conversion Date maturing on those dates specified in the
22 Purchase Agreement, and at the stated yield to maturity thereof, assuming in any such
23 semiannual period that such Accreted Value increases in equal daily amounts on the basis of a
24 360-day year of twelve 30-day months.

25
26 (c) **“Accretion Rate”** means, unless otherwise provided by the Purchase Agreement,
27 that rate which, when applied to the Principal Amount of a Capital Appreciation Bond or a
28 Convertible Capital Appreciation Bond, and compounded semiannually on each February 1 and

1 August 1 (commencing on the date set forth in the Purchase Agreement), produces the Maturity
2 Value on the maturity date (with respect to Capital Appreciation Bonds) and the Conversion
3 Value on the Conversion Date (with respect to Convertible Capital Appreciation Bonds).

4
5 (d) **“Authorized Investments”** means the Riverside County Investment Pool (or
6 other investment pools of the County into which the District may lawfully invest its funds), the
7 Local Agency Investment Fund, any investment authorized pursuant to Sections 16429.1 and
8 53601 of the Government Code, or in shares in a California common law trust established
9 pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in
10 investments permitted by Section 53635 of the Government Code, or in guaranteed investment
11 contracts, float contracts or other investment products (provided that such investments comply
12 with the requirements of applicable State law and with Section 148 of the Code, and with the
13 requirements of the Bond Insurer, if any, and as shall be applicable).

14
15 (e) **“Authorized Newspaper”** means a newspaper selected by the District which is
16 customarily published at least once a day for at least five days (other than legal holidays) in each
17 calendar week, published in the English language, of general circulation in the County of
18 Riverside and which has been adjudicated or designated as a “newspaper of general circulation”
19 pursuant to California law.

20
21 (f) **“Bond Counsel”** means a firm of nationally recognized bond counsel, initially
22 Bowie, Arneson, Wiles & Giannone.

23
24 (g) **“Bond Insurer”** means any insurance company which issues a municipal bond
25 insurance policy insuring the payment of Principal and interest on all or a portion of the Series C
26 Bonds.

1 (h) **“Bond Payment Date”** or **“Interest Payment Date”** means, unless otherwise
2 provided in the Purchase Agreement as executed and delivered, with respect to the interest on the
3 Current Interest Bonds, February 1 and August 1, commencing on the date set forth in the
4 Purchase Agreement, and commencing on the date set forth in the Purchase Agreement, with
5 respect to the principal payments on the Current Interest Bonds. With respect to the Capital
6 Appreciation Bonds or Convertible Capital Appreciation Bonds prior to the Conversion Date,
7 **“Bond Payment Date”** means the stated maturity dates thereof, as applicable, as stated in the
8 Purchase Agreement.

9
10 (i) **“Bond Register”** means the listing of names and addresses of the then-current
11 registered owners of the Bonds, as maintained by the Paying Agent in accordance with Section
12 12 hereof.

13
14 (j) **“Bonds”** or **“Series C Bonds”** means the Alvord Unified School District General
15 Obligation Bonds, 2007 Election, Series C.

16
17 (k) **“Business Day”** means a day which is not a Saturday or Sunday or a day on
18 which banking institutions are authorized or required by law or executive order to be closed in
19 California and New York for commercial banking purposes and on which the Federal Reserve
20 system is not closed.

21
22 (l) **“Capital Appreciation Bonds”** means those Series C Bonds, if any, the interest
23 component of which is compounded semiannually on each Bond Payment Date to maturity as
24 shown in the table of Accreted Values for such Bonds in the Purchase Agreement.

25
26 (m) **“Capital Appreciation Term Bonds”** means those Capital Appreciation Bonds,
27 if any, for which mandatory sinking fund redemption dates have been established in the Purchase
28 Agreement.

1
2 (n) **“Code”** means the Internal Revenue Code of 1986, as amended, and any
3 successor provisions thereto, and applicable regulations of the Department of Treasury
4 thereunder, and any successor provisions thereto.

5
6 (o) **“Conversion Date”** means, with respect to Convertible Capital Appreciation
7 Bonds, the date stated in the Purchase Agreement as the date on which such Series C Bonds,
8 originally issued as Capital Appreciation Bonds, convert to Current Interest Bonds.

9
10 (p) **“Conversion Value”** means, with respect to any Convertible Capital
11 Appreciation Bonds, the Accreted Value as of the Conversion Date.

12
13 (q) **“Convertible Capital Appreciation Bonds”** means the Bonds which are
14 originally issued as Capital Appreciation Bonds, but which convert to Current Interest Bonds on
15 the Conversion Date.

16
17 (r) **“County”** means the County of Riverside, California, a political subdivision of
18 the State of California organized and existing under the Constitution and laws of the State of
19 California.

20
21 (s) **“Current Interest Bonds”** means the Series C Bonds, if any, designated as, or
22 converted to, Current Interest Bonds pursuant to the terms hereof, the interest on which is
23 payable on each Bond Payment Date specified for each such Series C Bond as designated and
24 maturing in the years and in the amounts set forth in the Purchase Agreement.

25
26 (t) **“Current Interest Term Bonds”** means those Current Interest Bonds for which
27 mandatory sinking fund redemption dates have been established in the Purchase Agreement.

1 (u) **“Date of Issuance”** means the delivery date with respect to the Series C Bonds,
2 or such other dates for the Series C Bonds as shall be designated by the Purchase Agreement.

3
4 (v) **“Debt Service Fund”** shall have the meaning set forth in Section 17 hereof.

5
6 (w) **“Denominational Amount”** means, with respect to the Capital Appreciation
7 Bonds and Convertible Capital Appreciation Bonds, the initial offering price thereof, which
8 represents the initial Principal Amount thereof (exclusive of any initial premium thereon), and,
9 with respect to the Current Interest Bonds, the Principal Amount thereof.

10
11 (x) **“Designated Officer(s)”** means the District’s Superintendent, Assistant
12 Superintendent, Business Services, Controller, or other persons designated in writing by the
13 District’s Superintendent as a Designated Officer of the District.

14
15 (y) **“District”** or **“School District”** means the Alvord Unified School District, a
16 public school district organized and operating under the Constitution and the laws of the State of
17 California, and any lawful successor thereto.

18
19 (z) **“District Board”** or **“School Board”** means the Board of Education of the
20 District.

21
22 (aa) **“DTC”** or **“Depository”** means The Depository Trust Company, New York, New
23 York, a limited purpose trust company organized under the laws of the State of New York in its
24 capacity as securities depository for the Series C Bonds.

25
26 (bb) **“Escrow Agent”** means U.S. Bank National Association as the Escrow Agent
27 under the terms of the Escrow Agreement.

28

1 (cc) **“Escrow Agreement”** means the Escrow Agreement to be entered into by and
2 between the District and the Escrow Agent for the deposit, investment and application of a
3 portion of the proceeds of the Series C Bonds to pay and redeem at maturity a portion of the
4 District’s outstanding 2009 Notes.

5
6 (dd) **“Informational Services”** means Financial Information, Inc.’s “Daily Called
7 Bond Service,” 1 Cragwood Road, 2nd Floor, South Plainfield, New Jersey 07080, Attention:
8 Editor; Kenny Information Services “Called Bond Service,” 65 Broadway, 16th Floor, New
9 York, New York 10006; Standard & Poor’s Ratings Group “Called Bond Record,” 55 Water
10 Street, New York, New York, 10041; FIS/Mergent, 5250 77 Center Drive, Suite 150, Charlotte,
11 North Carolina, 28217, Attention: Called Bond Department, and, in accordance with then current
12 guidelines of the Securities and Exchange Commission, such other addresses and/or such other
13 services providing information with respect to called bonds as the District may designate in a
14 written request of the District delivered to the Paying Agent.

15
16 (ee) **“Letter of Representations”** or **“Representation Letter”** shall have the
17 meaning set forth in Section 13 hereof.

18
19 (ff) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond
20 on its maturity date.

21
22 (gg) **“Nominee”** means the nominee of the Depository, which may be the Depository,
23 as determined from time to time pursuant to Section 13 hereof.

24
25 (hh) **“Official Statement”** shall have the meaning set forth in Section 21 hereof.

26
27 (ii) **“Outstanding”** means all Series C Bonds theretofore issued by or on behalf of
28 the District, except:

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- (1) Series C Bonds theretofore canceled by the District or surrendered to the District for cancellation;
- (2) Series C Bonds for the transfer or exchange of or in lieu of or in substitution for which other Series C Bonds shall have been authenticated and delivered by the District pursuant to the terms hereof; and
- (3) Series C Bonds paid and discharged pursuant to Sections 18 or 19 hereof.

(jj) **“Owner”** means the current registered owner of a Series C Bond or Series C Bonds to whom payments of principal and interest are made.

(kk) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which DTC holds book-entry certificates as securities depository.

(ll) **“Paying Agent”** means U.S. Bank National Association, acting in the capacity of paying agent, registrar, authenticating agent and transfer agent or any successor thereto as duly appointed by the District.

(mm) **“Principal”** or **“Principal Amount”** means, with respect to any Current Interest Bond, the principal amount stated thereon, and, with respect to any Capital Appreciation Bond and Convertible Capital Appreciation Bond, the Denominational Amount.

(nn) **“Purchase Agreement”** shall have the meaning set forth in Section 5 hereof.

(oo) **“Rebate Fund”** shall have the meaning set forth in Section 17(c) hereof.

1 (pp) **“Record Date”** means the close of business on the fifteenth day of the month
2 preceding each Bond Payment Date whether or not such day is a business day.

3
4 (qq) **“Securities Depositories”** means the following: The Depository Trust Company,
5 with Cede & Co. as its nominee, 55 Water Street, 25th Floor, New York, New York, 10041-
6 0099, Attn: Call Notification Department, Fax (212) 855-5004, and in accordance with then
7 current guidelines of the Securities and Exchange Commission, such other addresses and/or such
8 other securities depositories as the District may designate in a Written Request of the District
9 delivered to the Paying Agent.

10
11 (rr) **“Special Tax Counsel”** means a firm or law office nationally recognized for the
12 provision of opinions concerning the tax-exempt status of municipal securities, initially the Law
13 Offices of Samuel Norber.

14
15 (ss) **“State”** means the State of California.

16
17 (tt) **“Tax Certificate”** means the document of that name, executed by the District,
18 including all attachments thereto, dated the date of delivery of the Series C Bonds.

19
20 (uu) **“Transfer Amount”** means, (i) with respect to any Outstanding Current Interest
21 Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the
22 Maturity Value, and (iii) with respect to any Outstanding Convertible Capital Appreciation
23 Bond, the Conversion Value.

24
25 (vv) **“Treasurer,” “County Treasurer”** or **“Treasurer-Tax Collector”** means the
26 Treasurer-Tax Collector of the County of Riverside, California, or any authorized deputy thereof.

1 (ww) “Underwriter” or “Purchaser” means the initial purchaser of the Series C Bonds
2 (Piper Jaffray & Co.) as identified in the Purchase Agreement.

3
4 (xx) “Written Request” means a written request or directive of the District provided
5 by a Designated Officer.

6
7 Unless the context otherwise indicates, words expressed in the singular shall include the
8 plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience
9 only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.
10 Headings of sections herein and the table of contents hereof are solely for convenience of
11 reference, do not constitute a part hereof and shall not affect the meaning, construction or effect
12 hereof.

13
14 All references herein to “Sections” and other subdivisions are to the corresponding
15 Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder”
16 and other words of similar import refer to this Resolution as a whole and not to any particular
17 Section or subdivision hereof.

18
19 **SECTION 7. Terms of Bonds.** The Series C Bonds shall be issued in one series (which
20 may include one or more sub-series) designated “Alvord Unified School District General
21 Obligation Bonds, 2007 Election, Series C.” The Series C Bonds shall consist of Current Interest
22 Bonds, Capital Appreciation Bonds and/or Convertible Capital Appreciation Bonds as set forth
23 in the Purchase Agreement (as executed and delivered).

24
25 The Series C Bonds shall be issued as fully-registered bonds, without coupons, in the
26 following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal
27 Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds,
28 \$5,000 Maturity Value, or any integral multiple thereof, and (iii) with respect to Convertible

1 Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof; provided
2 that one Capital Appreciation Bond may be issued in an odd Maturity Value.

3
4 The Current Interest Bonds, if issued, shall be dated the Date of Issuance, and shall bear
5 interest at the rate or rates consistent with the interest cost limitations set forth in Section 5,
6 payable on February 1 and August 1 of each year, commencing on the date specified in the
7 Purchase Agreement (subject to the terms of the Purchase Agreement, as executed and
8 delivered), as may be specified in the Purchase Agreement as executed and delivered (each, an
9 "Interest Payment Date"), the actual interest rate or rates and the actual maturity schedule to be
10 fixed at the time of sale. Each Series C Bond shall be issued in denominations of \$5,000 or
11 integral multiples thereof, and shall bear interest from the Interest Payment Date next preceding
12 the date of authentication thereof unless it is authenticated as of a day during the period from the
13 16th day of the month next preceding any Interest Payment Date to the Interest Payment Date,
14 inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is
15 authenticated on or before the fifteenth day prior to the initial Interest Payment Date, in which
16 event it shall bear interest from the Date of Issuance, computed using a year of 360 days,
17 comprised of twelve 30-day months; provided, however, that if at the time of authentication of
18 any Series C Bond, interest is then in default on Outstanding Series C Bonds, such Series C
19 Bond shall bear interest from the Interest Payment Date to which interest has previously been
20 paid or made available for payment thereon. The foregoing terms shall be subject to the terms of
21 the Purchase Agreement as executed and delivered.

22
23 The Capital Appreciation Bonds, if issued, shall mature in the years, shall be issued in
24 aggregate Principal Amounts, shall have Accretion Rates and shall have Denominational
25 Amounts per each \$5,000 in Maturity Value as shown in the Accreted Value table attached to the
26 Purchase Agreement, provided that one Capital Appreciation Bond may be issued in an odd
27 Maturity Value. Series C Bonds issued as Capital Appreciation Bonds will not bear interest on a
28 current basis. The Convertible Capital Appreciation Bonds, if issued, shall mature in the years,

1 shall be issued in the aggregate Principal Amounts, shall have Accretion Rates and shall have
2 Denominational Amounts per each \$5,000 in Conversion Value as shown in such Accreted
3 Value table; provided, that in the event that the amount shown in such Accreted Value table and
4 the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if
5 any, by application of the definition of Accreted Value set forth in Section 6 differ, the latter
6 amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital
7 Appreciation Bond, as applicable.

8
9 The Convertible Capital Appreciation Bonds, if issued, shall convert to Current Interest
10 Bonds on the Conversion Date. During the period while the Convertible Capital Appreciation
11 Bonds are in the form of Capital Appreciation Bonds, they will not bear interest but will accrete
12 value through the Conversion Date. From and after the Conversion Date, the Convertible Capital
13 Appreciation Bonds will bear interest as Current Interest Bonds, and such interest will accrue
14 based upon the Conversion Value of such Bonds at the Conversion Date. No payment will be
15 made to the Owners of Convertible Capital Appreciation Bonds on the Conversion Date.

16
17 The Series C Bonds will be sold as provided in Section 5 hereof; notwithstanding
18 anything herein to the contrary, the terms of the Series C Bonds, as set forth in this Resolution,
19 may be amended prior to delivery in accordance with the provisions of the Purchase Agreement,
20 as finally approved and executed. The Series C Bond maturities may be adjusted by the
21 Designated Officer(s), in consultation with the Underwriter, the District's Financial Consultant
22 (as defined in the School Board Resolution) and Bond Counsel, as appropriate, to provide funds
23 to finance school facilities as set forth in the Authorization and pay for the costs of issuance of
24 the Series C Bonds, provided that the total par amount of the Series C Bonds shall not exceed
25 \$20,000,000.

26
27 **SECTION 8. Redemption.**

28 (a) Optional Redemption. Unless otherwise specified in the Purchase Agreement as

1 executed and delivered, the Capital Appreciation Bonds and Convertible Capital Appreciation
2 Bonds shall not be subject to optional redemption prior to maturity.

3
4 The terms for the optional redemption of the Current Interest Bonds shall be as specified
5 in the Purchase Agreement, as executed and delivered.

6
7 (b) Mandatory Sinking Fund Redemption of Current Interest Term Bonds. The
8 Current Interest Term Bonds, if any, are subject to mandatory sinking fund redemption prior to
9 their maturity, by lot, without premium, on each August 1 (or such other date specified in the
10 Purchase Agreement), in the years and in the amounts as set forth in the Purchase Agreement and
11 in the Official Statement. In the event that there are no Current Interest Term Bonds specified in
12 the Purchase Agreement, this subsection shall not apply.

13
14 (c) Mandatory Sinking Fund Redemption of Capital Appreciation Term Bonds. The
15 Capital Appreciation Term Bonds are subject to mandatory sinking fund redemption prior to
16 their maturity date from monies in the Debt Service Fund established in Section 17 hereof, by
17 lot, without premium, on each August 1 (or such other date specified in the Purchase
18 Agreement), in the years and in the amounts as set forth in the Purchase Agreement and in the
19 Official Statement. In the event that there are no Capital Appreciation Term Bonds specified in
20 the Purchase Agreement, this subsection shall not apply.

21
22 (d) Selection of Bonds for Redemption. Whenever less than all of the outstanding
23 Bonds are to be redeemed, the Paying Agent, upon written direction from the District, shall
24 select the Bonds to be redeemed as so directed, and if not so directed in inverse order of
25 maturity, and within a maturity, the Paying Agent shall select Bonds for redemption by lot.
26 Redemption by lot shall be in such manner as the Paying Agent shall determine; provided,
27 however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the
28 Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital

1 Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value
2 per \$5,000 Maturity Value thereof, and (C) the portion of any Convertible Capital Appreciation
3 Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000
4 Conversion Value thereof. In the event that Term Bonds are subject to optional redemption
5 pursuant to Section 8, there shall be pro rata reductions in the annual sinking fund payments due
6 on such Outstanding Term Bonds.

7
8 (e) Form of Notice of Redemption. The Paying Agent shall give notice of the
9 redemption of the Series C Bonds at the expense of the District. Such notice shall specify: (a)
10 that the Series C Bonds or a designated portion thereof are to be redeemed; (b) if less than all of
11 the then outstanding Bonds are to be called for redemption, shall designate the numbers (or state
12 that all Series C Bonds between two stated numbers both inclusive have been called for
13 redemption) and CUSIP® numbers, if any, of the Series C Bonds to be redeemed; (c) the date of
14 notice and the date of redemption; (d) the place or places where the redemption will be made;
15 and (e) descriptive information regarding the Series C Bonds and the specific Series C Bonds to
16 be redeemed, including the dated date, interest rate and stated maturity date of each. Such notice
17 shall further state that on the specified date there shall become due and payable upon each Series
18 C Bond to be redeemed, the portion of the Principal Amount of such Series C Bond to be
19 redeemed, together with interest accrued, to the date of redemption, and redemption premium, if
20 any, and that from and after such date interest with respect thereto shall cease to accrue.

21
22 (f) Provision of Notice of Redemption. Notice of redemption of the Series C Bonds
23 (“Redemption Notice”) shall be mailed by the Paying Agent, first-class, postage prepaid, to the
24 respective Owners of any Series C Bonds designated for redemption at their address appearing
25 on the Bond Register (as defined herein) required to be kept by the Paying Agent, not less than
26 thirty (30) nor more than sixty (60) days prior to the corresponding redemption date. At the
27 same time the Paying Agent shall also provide such Redemption Notice to at least one of the
28

1 Information Services and at least one of the Securities Depositories. Any such redemption, or
2 notice of such redemption, shall be subject to the provisions of subsection (g), below.

3
4 Neither the failure to receive such Redemption Notice nor any defect in any Redemption
5 Notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series
6 C Bonds or the cessation of accrual of interest represented thereby from and after the redemption
7 date. Neither failure to receive, nor failure to send, to the Securities Depositories or Information
8 Services, any Redemption Notice nor any defect in any such Redemption Notice so given shall
9 affect the sufficiency of the proceedings for the redemption of the affected Series C Bonds.

10
11 (g) Contingent Redemption; Rescission of Redemption. Any Redemption Notice
12 may specify that redemption of the Series C Bonds designated for redemption on the specified
13 date will be subject to the receipt by the District of monies sufficient to cause such redemption
14 (and will specify the proposed source of such monies), and neither the District or the County will
15 have any liability to the Owners of any Series C Bonds, or any other party, as a result of the
16 District's failure to redeem the Series C Bonds designated for redemption as a result of
17 insufficient monies therefor.

18
19 Additionally, the District may rescind any optional redemption of the Series C Bonds,
20 and notice thereof, for any reason on any date prior to the date fixed for such redemption by
21 causing written notice of the rescission to be given to the Owners of the Series C Bonds so called
22 for redemption. Notice of rescission of redemption shall be given in the same manner in which
23 notice of redemption was originally given. The actual receipt by the Owner of any Series C
24 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to
25 receive such notice or any defect in such notice shall not affect the validity of the rescission.
26 Neither the District nor the County will have any liability to the Owners of any Series C Bonds,
27 or any other party, as a result of the District's decision to rescind redemption of any Series C
28 Bonds pursuant to the provisions of this subsection.

1
2 (h) Payment of Redeemed Bonds. When a Redemption Notice has been given
3 substantially as provided for herein, and, when the amount necessary for the redemption of the
4 Series C Bonds called for redemption (Principal, Accreted Value and interest, as applicable, and
5 premium, if any) is set aside for that purpose in the Debt Service Fund, as provided herein (and
6 subject to the provisions of the foregoing subparagraph), the Series C Bonds designated for
7 redemption shall become due and payable on the date fixed for redemption thereof and upon
8 presentation and surrender of said Bonds at the place specified in the Redemption Notice, such
9 Series C Bonds shall be redeemed and paid at the redemption price from funds held in the Debt
10 Service Fund.

11
12 Each check issued or other transfer of funds made by the Paying Agent for the purpose of
13 redeeming Series C Bonds shall bear or include the CUSIP® number identifying, by issue and
14 maturity, the Series C Bonds being redeemed with the proceeds of such check or other transfer.

15
16 If on such redemption date, money for the redemption of all the Series C Bonds to be
17 redeemed as provided in this Section, together with interest to such redemption date, shall be
18 available therefor, and if notice of redemption thereof shall have been given as aforesaid, then
19 from and after such redemption date, interest with respect to the Series C Bonds to be redeemed
20 shall cease to accrue. All money held for the redemption of Series C Bonds shall be held in trust
21 for the account of the registered Owners of the Series C Bonds so to be redeemed. All unpaid
22 interest payable at or prior to the designated redemption date shall continue to be payable to the
23 respective Owners, but without interest thereon.

24
25 (i) Purchase in Lieu of Redemption. In lieu of, or partially in lieu of, any mandatory
26 sinking fund redemption of Series C Bonds pursuant to the terms hereof, monies in the Debt
27 Service Fund may be used to purchase the Outstanding Series C Bonds that were to be redeemed
28 with such funds in the manner hereinafter provided. Purchases of Outstanding Series C Bonds

1 may be made by the District or the Treasurer through the Paying Agent prior to the selection of
2 Series C Bonds for redemption at public or private sale as and when and at such prices as the
3 District may in its discretion determine but only at prices (including brokerage or other expenses)
4 not more than par plus accrued interest. Any accrued interest payable upon the purchase of
5 Series C Bonds may be paid from the Debt Service Fund for payment of interest on the next
6 following Interest Payment Date. Any Series C Bond purchased in lieu of redemption shall be
7 transmitted to the Paying Agent and shall be canceled by the Paying Agent upon surrender
8 thereof, as provided for in Section 8(l) below and shall not be re-issued or resold.

9
10 (j) Effect of Notice of Redemption. Notice having been given as aforesaid, and the
11 monies for the redemption (including the interest to the applicable date of redemption) having
12 been set aside in the District's Debt Service Fund, the Series C Bonds to be redeemed shall
13 become due and payable on such date of redemption.

14
15 If on such redemption date, money for the redemption of all the Series C Bonds to be
16 redeemed as provided in this Section 8, together with interest to such redemption date, shall be
17 held by the Paying Agent so as to be available therefor on such redemption date, and if notice of
18 redemption thereof shall have been given as aforesaid, then from and after such redemption date,
19 interest with respect to the Series C Bonds to be redeemed shall cease to accrue and become
20 payable. All money held by or on behalf of the Paying Agent for the redemption of Series C
21 Bonds shall be held in trust for the account of the Owners of the Series C Bonds so to be
22 redeemed.

23
24 (k) Partial Redemption of Series C Bonds. Upon the surrender of any Series C Bond
25 redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new
26 Series C Bond or Series C Bonds of like tenor and maturity and of authorized denominations
27 equal in Transfer Amounts to the unredeemed portion of the Series C Bond surrendered. Such
28 partial redemption shall be valid upon payment of the amount required to be paid to such Owner,

1 and the District shall be released and discharged thereupon from all liability to the extent of such
2 payment.

3
4 (l) Cancellation of Redeemed Bonds. All Series C Bonds paid at maturity or
5 redeemed prior to maturity pursuant to the provisions of this Section and Section 15 shall be
6 canceled upon surrender thereof and be delivered to or upon the order of the County and the
7 District. All or any portion of a Series C Bond purchased by the Treasurer or the District
8 pursuant to subsection (i) above shall be canceled by the Paying Agent, and the Paying Agent
9 shall provide a written certification of such cancellation and destruction to the District.

10
11 (m) Bonds No Longer Outstanding. When any Series C Bonds (or portion(s) thereof),
12 which have been duly called for redemption prior to maturity under the provisions of this
13 Resolution, or with respect to which irrevocable instructions to call for redemption prior to
14 maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory
15 to it, and sufficient monies shall be held by the Paying Agent irrevocably in trust for the payment
16 of the redemption price of such Series C Bonds or portions thereof, and, in the case of Series C
17 Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in
18 this Resolution, then such Series C Bonds shall no longer be deemed outstanding and shall be
19 surrendered to the Paying Agent for cancellation.

20
21 **SECTION 9. Form of Bonds.** The Series C Bonds shall be substantially in conformity
22 with the standard form of registered school district bonds, copies of which are attached hereto as
23 Exhibit "B" (as to the Current Interest Bonds), Exhibit "C" (as to the Capital Appreciation
24 Bonds) and Exhibit "D" (as to the Convertible Capital Appreciation Bonds) and incorporated
25 herein by this reference as if set forth in full, with necessary or appropriate variations, omissions
26 and insertions as may be permitted or required by this Resolution and to conform with the
27 requirements of the Purchase Agreement. One bond certificate shall be issued for each maturity
28

1 of the Current Interest Bonds of the same interest rate and one bond certificate shall be issued for
2 each maturity of the Capital Appreciation Bonds.

3
4 The Series C Bonds may be initially issued in temporary form exchangeable for
5 definitive Series C Bonds when ready for delivery. The temporary Series C Bonds may be
6 printed, lithographed or typewritten, shall be of such denominations as may be determined by the
7 Treasurer and the District, and may contain such reference to any of the provisions of this
8 Resolution as may be appropriate. Every temporary Bond shall be executed by the County upon
9 the same conditions and in substantially the same manner as the definitive Series C Bonds. If the
10 County issues temporary Series C Bonds, it will execute and furnish definitive Series C Bonds
11 without delay, and thereupon the temporary Series C Bonds may be surrendered, for
12 cancellation, in exchange therefor at the principal office of the Paying Agent and the Paying
13 Agent shall deliver in exchange for such temporary Series C Bonds an equal aggregate Principal
14 amount of definitive Series C Bonds of authorized denominations. Until so exchanged, the
15 temporary Series C Bonds shall be entitled to the same benefits pursuant to this Resolution as
16 definitive Series C Bonds executed and delivered hereunder.

17
18 “CUSIP[®]” identification numbers shall be imprinted on the Series C Bonds, but such
19 numbers shall not constitute a part of the contract evidenced by the Series C Bonds and any error
20 or omission with respect thereto shall not constitute cause for refusal of the Purchaser to accept
21 delivery of and pay for the Series C Bonds. In addition, failure on the part of the County or the
22 District to use such CUSIP[®] numbers in any notice to Owners of the Series C Bonds shall not
23 constitute an event of default or any violation of the District’s contract with such Owners and
24 shall not impair the effectiveness of any such notice.

25
26 **SECTION 10. Execution of Bonds; Authentication.** The Series C Bonds shall be
27 executed by the manual or facsimile signature of the Chair and the Treasurer, or any designated
28 deputy of the Treasurer, and countersigned by the manual or facsimile signature of the Clerk of

1 the County Board or any designated deputy, and the official seal of the County affixed thereto.
2 The facsimile signatures of the Chair, the Treasurer and the Clerk of the County Board may be
3 printed, lithographed, engraved, typewritten or otherwise mechanically reproduced. The County
4 Board hereby directs that the provisions of Education Code Sections 15181 and 15182 shall
5 apply to such execution of the Series C Bonds.
6

7 No Series C Bond shall be valid or obligatory for any purpose or shall be entitled to any
8 security or benefit under this Resolution unless and until the certificate of authentication printed
9 on the Series C Bond is signed by the Paying Agent as authenticating agent for the Series C
10 Bonds. Authentication by the Paying Agent shall be conclusive evidence that the Series C Bond
11 so authenticated has been duly issued, signed and delivered under this Resolution and is entitled
12 to the security and benefit of this Resolution.
13

14 **SECTION 11. Delivery of Series C Bonds.** The proper officials of the County shall
15 cause the Series C Bonds to be prepared and, following their sale, shall have the Series C Bonds
16 executed and delivered (as set forth herein), to the original purchaser (Underwriter) upon
17 payment of the purchase price in immediately available funds as set forth in the Purchase
18 Agreement, as executed and delivered.
19

20 **SECTION 12. Bond Registration; Transfers.** As hereinafter provided, the Bonds shall
21 be delivered in a form and with such terms as will permit them to be in book-entry only form,
22 deposited with DTC. If the book-entry only system is no longer in effect, the District will cause
23 the Paying Agent to maintain and keep at its principal corporate trust office all books and records
24 necessary for the registration, exchange and transfer of certificated Bonds as provided in this
25 Section ("Bond Register") and which Bond Register shall, upon reasonable notice, be open to
26 inspection by the District. While the book-entry only system is in effect, such books need not be
27 kept, as the Bonds will be represented by one Bond for each maturity registered in the name of
28 Cede & Co., as nominee for DTC.

1
2 Subject to the provisions of Section 13 below, the person in whose name a Bond is
3 registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all
4 purposes of this Resolution. Payment of or on account of the Principal of and interest on any
5 Bond shall be made only to or upon the order of the Owner thereof; neither the District, the
6 County nor the Paying Agent shall be affected by any notice to the contrary, but the registration
7 may be changed as provided in this Section. All such payments shall be valid and effectual to
8 satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of
9 the amount or amounts so paid.

10
11 Any Bond may be exchanged for Bonds of the same series of any other authorized
12 denomination upon presentation and surrender at the principal corporate trust office of the
13 Paying Agent, together with a request for exchange signed by the Owner or by a person legally
14 empowered to do so in a form satisfactory to the Paying Agent in its capacity as bond registrar.
15 Any Bond may, in accordance with its terms (but only if the District determines no longer to
16 maintain the book-entry only status of the Bonds, DTC determines to discontinue providing such
17 services and no successor securities depository is named or DTC requests the District to deliver
18 certificated securities to particular DTC Participants, as deemed below), be transferred, upon the
19 books required to be kept pursuant to the provisions of this Section, by the Owner, in person or
20 by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office
21 of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form
22 approved by the Paying Agent, duly executed.

23
24 If manual signatures on behalf of the County are required in connection with an exchange
25 or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the
26 new Bonds are signed by the authorized officers of the County. In all cases of exchanged or
27 transferred Bonds, the County shall sign and the Paying Agent shall authenticate and deliver
28 Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall

1 be paid by the requesting party. Those charges may be required to be paid before the procedure
2 is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be
3 valid obligations of the District, evidencing the same debt, and entitled to the same security and
4 benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

5
6 Any Bond surrendered to the Paying Agent for payment, retirement, exchange,
7 replacement or transfer shall be canceled by the Paying Agent. The District and the County may
8 at any time deliver to the Paying Agent for cancellation any previously authenticated and
9 delivered Bonds that the District and the County may have acquired in any manner whatsoever,
10 and those Bonds shall be promptly canceled by the Paying Agent. Written reports of the
11 surrender and cancellation of Bonds shall be made to the District and the County by the Paying
12 Agent and updated annually. The canceled Bonds shall be destroyed by the Paying Agent in
13 accordance with its procedures as confirmed in writing to the District.

14
15 Neither the District, the County nor the Paying Agent will be required to: (a) issue or
16 transfer any Bonds during a period beginning with the opening of business on the 15th business
17 day of the month next preceding either any Interest Payment Date or any date of selection of
18 Bonds to be redeemed and ending with the close of business on the Interest Payment Date or day
19 on which the applicable notice of redemption is given, or (b) transfer any Bonds which have
20 been selected or called for redemption in whole or in part.

21
22 **SECTION 13. Book-Entry System.** Except as provided below, the owner of all of the
23 Bonds shall be The Depository Trust Company, New York, New York ("DTC" or "Depository"),
24 and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds
25 shall be initially executed and delivered in the form of a single, fully-registered Bond for each
26 maturity (which may be typewritten). Upon initial execution and delivery, as provided for
27 herein, the ownership of such Bond shall be registered in the Bond Register in the name of the
28 Nominee identified below as nominee of The Depository Trust Company, New York, New York,

1 and its successors and assigns. Except as hereinafter provided, all of the Outstanding Bonds
2 shall be registered in the Bond Register in the name of the nominee of the Depository, which
3 may be the Depository, as determined from time to time pursuant to this Section ("Nominee").
4 With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither
5 the District nor the Paying Agent shall have any responsibility or obligation to any broker-
6 dealers, banks and other financial institutions from time to time for which the Depository holds
7 Bonds as securities depository ("Participant") or to any person on behalf of which such a
8 Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence,
9 neither the District nor the Paying Agent shall have any responsibility or obligation (unless the
10 District is at such time the Depository) with respect to (i) the accuracy of the records of the
11 Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds,
12 (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown
13 in the Bond Register, of any notice with respect to the Bonds, including any notice of
14 redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in
15 the Bonds to be redeemed in the event the District redeems the Bonds in part, or (iv) the payment
16 to any Participant or any other person, other than an Owner of a Bond as shown in the Bond
17 Register, of any amount with respect to the principal of or interest on the Bonds. The District
18 and the Paying Agent may treat and consider the person in whose name each Bond is registered
19 in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment
20 of principal and interest with respect to such Bond, for the purpose of giving notices of
21 redemption, if applicable, and other matters with respect to such Bond, for the purpose of
22 registering transfers with respect to such Bond, and for all other purposes whatsoever. The
23 Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the
24 respective Owner of the Bond, as shown in the Bond Register, or his respective attorney duly
25 authorized in writing, and all such payments shall be valid and effective to fully satisfy and
26 discharge the District's obligations with respect to payment of principal of and interest on the
27 Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as
28 shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to

1 make payments of principal and interest. Upon delivery by the Depository to the Owners of the
2 Bonds and the District of written notice to the effect that the Depository has determined to
3 substitute a new nominee in place of the Nominee, and subject to the provisions herein with
4 respect to Record Dates, the word Nominee in this Resolution shall refer to such nominee of the
5 Depository.

6
7 In order to qualify the Bonds for the Depository's book-entry system, the District is
8 executing and delivering to the Depository a Representation Letter. The execution and delivery
9 of the Representation Letter shall not in any other way limit the provisions of this Section or in
10 any other way impose upon the District any obligation whatsoever with respect to persons having
11 interests in the Bonds other than the owners of the Bonds, as shown on the Bond Register. In
12 addition to the execution and delivery of the Representation Letter, the District shall take such
13 other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the
14 Bonds for the Depository's book-entry program.

15
16 If the District determines to replace the Depository with another qualified securities
17 depository, the District shall prepare or direct the preparation of a new single, separate, fully-
18 registered Bond, per maturity, registered in the name of such successor or substitute qualified
19 securities depository or its nominee. If the District fails to identify another qualified securities
20 depository to replace the Depository, then the Bonds shall no longer be restricted to being
21 registered in the Bond Register in the name of the Nominee, but shall be registered in whatever
22 name or names owners of the Bonds transferring or exchanging Bonds shall designate, in
23 accordance with provisions of this Resolution, and the District shall prepare and deliver Bonds to
24 the owners thereof for such purpose.

25
26 Registered ownership of the Series C Bonds, or any portion thereof, may not thereafter be
27 transferred except:
28

1 (i) To any successor of Cede & Co., as Nominee of Depository, or its
2 Nominee, or to any substitute depository designated pursuant to clause (ii) of this section
3 (a "substitute depository"); provided, that any successor of Cede & Co., as Nominee of
4 Depository or a substitute depository, shall be qualified under any applicable laws to
5 provide the services proposed to be provided by it;

6
7 (ii) To any substitute depository not objected to by the District or the County,
8 upon (1) the resignation of the Depository or its successor (or any substitute depository or
9 its successor) from its functions as depository, or (2) a determination by the County
10 (upon consultation with the District) to substitute another depository for Depository (or
11 its successor) because the Depository or its successor (or any substitute depository or its
12 successor) is no longer able to carry out its functions as depository; provided, that any
13 such substitute depository shall be qualified under any applicable laws to provide the
14 services proposed to be provided by it; or

15
16 (iii) To any person as provided herein, upon (1) the resignation of Depository
17 or its successor (or substitute depository or its successor) from its functions as depository,
18 or (2) a determination by the County (upon consultation with the District) to remove
19 Depository or its successor (or any substitute depository or its successor) from its
20 functions as depository.

21
22 If the District determines to replace the Depository with another qualified securities
23 depository, the District shall prepare or direct the preparation of a new single, separate, fully-
24 registered Bond, per maturity, registered in the name of such successor or substitute qualified
25 securities depository or its nominee. If the District fails to identify another qualified securities
26 depository to replace the Depository, then the Bonds shall no longer be restricted to being
27 registered in the Bond Register in the name of the Nominee, but shall be registered in whatever
28 name or names owners of the Bonds transferring or exchanging Bonds shall designate, in

1 accordance with provisions of this Resolution, and the District shall prepare and deliver Bonds to
2 the owners thereof for such purpose.

3
4 In the event of a reduction in aggregate principal amount of Bonds Outstanding or an
5 advance refunding of part of the Bonds Outstanding, Depository in its discretion, (a) may request
6 the District to prepare and issue a new Bond or (b) may make an appropriate notation on the
7 Bond indicating the date and amounts of such reduction in principal, but in such event the
8 District records maintained by the Paying Agent shall be conclusive as to what amounts are
9 Outstanding on the Bond, except in the case of final maturity in which case the Bond must be
10 presented to the Paying Agent prior to payment.

11
12 Notwithstanding any other provisions of this Resolution to the contrary, so long as any
13 Bond is registered in the name of the Nominee, all payments with respect to Principal of, and
14 interest on such Bond and all notices with respect to such Bond shall be made and given,
15 respectively, as provided in the Representation Letter or as otherwise instructed by the
16 Depository and acceptable to the District. The initial depository under this Section shall be
17 Depository. The initial nominee shall be Cede & Co., as Nominee of Depository.

18
19 The County, the District and the Paying Agent shall have no responsibility for
20 transmitting payments to, communicating with, notifying, or otherwise dealing with any
21 beneficial owners of the Series C Bonds and neither the County, the District or the Paying Agent
22 shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any
23 other party, including the Depository or its Nominee for any failure of the Depository or its
24 Nominee to provide notices, distribute payments on the Series C Bonds or take other actions
25 concerning the beneficial owners of the Series C Bonds which are the responsibility of the
26 Depository or its Nominee. As to the District, the foregoing is subject to the express provisions
27 of the Representation Letter.

1 **SECTION 14. Paying Agent.**

2

3 (a) At the direction of the District, U.S. Bank National Association shall act as the
4 initial authenticating agent, bond registrar, transfer agent and paying agent (collectively the
5 "Paying Agent") for the Series C Bonds. All fees and expenses incurred for services of the
6 Paying Agent shall be the sole responsibility of the District, subject to the terms hereof.

7

8 (b) The Paying Agent may, at any time, resign as Paying Agent upon 60 days' prior
9 written notice to the Treasurer and the District and may be removed at any time by the District.
10 If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor
11 Paying Agent, which shall be a bank or trust company doing business in and having a principal
12 corporate trust office in Los Angeles County, California, or other location as specified by the
13 District, with at least \$50,000,000 in assets. The Paying Agent shall keep accurate records of all
14 funds administered by it and of all Series C Bonds paid and discharged by it. Such records shall
15 be provided, upon reasonable request and reasonable notice to the Paying Agent, in a format
16 mutually agreeable to the District, Paying Agent and the County.

17

18 (c) In the event of the resignation or removal of the Paying Agent, such Paying Agent
19 shall pay over, assign and deliver any monies held by it as Paying Agent to its successor. In the
20 event of a replacement of the Paying Agent, the Paying Agent shall serve in such capacity until
21 the successor Paying Agent has accepted such position and appointment. The County shall
22 promptly cause to be mailed, at the District's expense, the name and principal corporate trust
23 office address of the Paying Agent appointed to replace any resigned or removed Paying Agent
24 to the Informational Services and to DTC.

25

26 (d) Any company or association into which a successor Paying Agent may be merged
27 or converted or with which it may be consolidated or any company resulting from any merger,
28 conversion or consolidation to which it shall be a party or any company or association to which

1 the Paying Agent may sell or transfer all or substantially all of its corporate trust business,
2 provided that such company or association shall be eligible under Section 14(b), shall be the
3 successor to the Paying Agent and vested with all of the title to the trust estate and all of the
4 trust, powers, discretions, immunities, privileges and all other matters as was its predecessor,
5 without the execution or filing of any paper or further act, anything herein to the contrary
6 notwithstanding. All costs associated with the Paying Agent's merger or consolidation with
7 another bank or trust company shall be paid by the successor Paying Agent. No expense
8 resulting from such merger or consolidation shall be billed to the District.

9
10 (e) The Paying Agent may, to the extent permitted by applicable law, become the
11 Owner of any of the Outstanding Series C Bonds.

12
13 (f) The District shall be responsible to pay all fees, costs and expenses of the Paying
14 Agent, subject to the provisions of Section 16 hereof.

15
16 **SECTION 15. Payment of Principal and Interest.** The Principal of, Maturity Value
17 of, and interest on the Series C Bonds shall be payable in lawful money of the United States of
18 America without deduction for the services of the Paying Agent. Interest on Current Interest
19 Bonds shall be paid on each Bond Payment Date by check mailed by first-class mail to the
20 person in whose name the Bond is registered, and to that person's address appearing on the Bond
21 Register (as described in Section 12) on the Record Date. The Owner of an aggregate Principal
22 Amount of Current Interest Bonds of \$1,000,000 or more may request, in writing, prior to the
23 close of business on the fifteenth (15th) day of the month preceding each Interest Payment Date,
24 to the Paying Agent that such Owner be paid interest by wire transfer to the bank within the
25 continental United States and account number on file with the Paying Agent as of the Record
26 Date.

1 Payments of Principal and redemption premiums, if any, with respect to the Current
2 Interest Bonds, and the payments of Maturity Value and redemption premiums, if any, with
3 respect to the Capital Appreciation Bonds or Convertible Capital Appreciation Bonds, shall be
4 payable at maturity or redemption upon surrender at the office of the Paying Agent in Los
5 Angeles, California, or such other location as the Paying Agent shall designate to the County and
6 the District in writing. In the event the Paying Agent shall provide written notice of a change in
7 the location for payment of Principal, redemption premiums and Maturity Value on the Bonds,
8 the Paying Agent shall thereafter provide notice of such change to the Informational Services and
9 Securities Depositories of such change. The Paying Agent is hereby authorized to pay the Bonds
10 when duly presented for payment at maturity and to cancel all Bonds upon payment thereof.
11

12 The Series C Bonds are the general obligations of the District secured by *ad valorem*
13 taxes levied and collected pursuant to the Authorization, the California Constitution and State
14 law and do not constitute an obligation of the County except to provide for the levy and
15 collection of the *ad valorem* taxes and payment of funds to the Paying Agent as set forth in
16 Section 16 hereof. No part of any fund of the County is pledged or obligated to the payment of
17 the Series C Bonds.
18

19 **SECTION 16. Source of Payment; Security for the Series C Bonds.** Pursuant to the
20 California Constitution, the Authorization and California law, there shall be levied by the
21 County, pursuant to Education Code Sections 15250 et seq., on all the taxable property in the
22 District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the
23 period the Series C Bonds are Outstanding, commencing in Fiscal Year 2011/2012, as needed, in
24 an amount sufficient to pay the Principal and Accreted Value of, interest on, and redemption
25 premium, if any, on the Series C Bonds when due, which monies when collected will be placed
26 in the Debt Service Fund. The Auditor-Controller of the County of Riverside has been, and is
27 hereby, requested to levy, pursuant to Education Code Sections 15250 et seq. on its 2011/2012
28 tax roll, as needed, and all subsequent tax rolls, taxes on taxable property within the District in an

1 amount sufficient to pay the Principal and Accreted Value of, interest on and redemption
2 premium, if any, on the Series C Bonds, in accordance with the provisions of this Resolution and
3 State law. The Debt Service Fund is irrevocably pledged for the payment of the Principal and
4 Accreted Value of, interest on, and redemption premium, if any, on the Series C Bonds when and
5 as the same fall due. Funds in the Debt Service Fund after payment of Principal and Accreted
6 Value of, interest on, and redemption premium, if any, the Series C Bonds, if any still then
7 remain following each August 1 (or other maturity date for the Series C Bonds, as specified),
8 may be used to pay administrative costs and expenses for the Series C Bonds, including fees and
9 expenses of the Paying Agent.

10
11 The monies in the Debt Service Fund, to the extent necessary to pay the Principal and
12 Accreted Value of, interest on, and redemption premium, if any, on the Series C Bonds as the
13 same become due and payable, shall be transferred by the Treasurer, or his or her designee or
14 deputy, to the Paying Agent (sufficiently in advance of each Interest Payment Date to allow for
15 timely payment by the Paying Agent of Principal, Accreted Value, interest on, and redemption
16 premium, if any, on the Series C Bonds) who in turn, shall pay such monies to Depository to pay
17 the Principal and Accreted Value of, interest on, and redemption premium, if any, on the Series
18 C Bonds when due. Depository will thereupon make payments of Principal and Accreted Value
19 of, interest on, and redemption premium, if any, on the Series C Bonds to the Depository who
20 will thereupon make payments of Principal and Accreted Value, interest and redemption
21 premium, if any, to the beneficial owners of the Series C Bonds. Any monies remaining in the
22 Debt Service Fund after the Series C Bonds, the interest thereon and redemption premium, if
23 any, have been paid, or provision for such payment has been made, shall be transferred to the
24 General Fund of the District pursuant to the Education Code Section 15235, or any successor
25 section thereto.

1 **SECTION 17. Establishment of Funds; Disposition of Proceeds of the Bonds;**

2 **Investment.**

3
4 (a) A portion of the proceeds of the Series C Bonds, which may include a portion of
5 any premium paid thereof, shall be used to pay and redeem at maturity a portion of the District's
6 Outstanding 2009 Notes. Such proceeds, as designated in writing by the District, shall, upon
7 delivery by the Underwriter, be transferred to the Escrow Agent, for deposit into an escrow fund
8 established pursuant to the provisions of the Escrow Agreement and invested pursuant to the
9 terms thereof. Such deposited funds, and earnings thereon, to be applied to the payment of a
10 portion of the Outstanding 2009 Notes. The Treasurer is authorized and directed to assist in such
11 transfer and deposit of funds, as may be requested by the District.

12
13 (b) The accrued interest, if any, and any premium received by the County or the
14 District from the sale of the Series C Bonds (if any, after all or a portion of the Underwriter's
15 discount, costs of issuance and payment for the 2009 Notes are paid therefrom), as well as tax
16 revenues collected by the County pursuant to Section 16 hereof and Sections 15250 et seq. of the
17 Education Code, shall be deposited and kept separate and apart in the fund established and held
18 by the Treasurer and designated as the "Alvord Unified School District General Obligation
19 Bonds, 2007 Election, Series C Bond Debt Service Fund" ("Debt Service Fund") for the Bonds
20 and used for payments of Principal and Accreted Value of, interest on, and redemption premium,
21 if any, on the Series C Bonds when and as such become due. *Ad valorem* taxes collected by the
22 County pursuant to State law and Section 16 hereof shall be deposited by the County into the
23 Debt Service Fund and applied, pursuant to the provisions of State law and this Resolution, only
24 for payments of Principal and Accreted Value of, interest on and redemption premium, if any, on
25 the Series C Bonds when due. Funds held in the Debt Service Fund are irrevocably pledged to
26 the payment of Principal and Accreted Value of, interest on and redemption premium, if any, on
27 the Series C Bonds when due. Except as required below to satisfy the requirements of Section
28 148(f) of the Code, as may be applicable, interest earned on investments of monies held in the

1 Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal and
2 Accreted Value of, interest on, and redemption premium, if any, on the Series C Bonds when and
3 as such become due. Prior to each such Bond Payment Date (and subject to the applicable
4 provisions of Section 16 hereof), the Treasurer shall transfer to the Paying Agent, for subsequent
5 disbursement to the beneficial Owners of the Series C Bonds, pursuant to the provisions hereof,
6 monies from the Debt Service Fund sufficient to pay Principal and Accreted Value of, interest on
7 and premium (if any) on the Series C Bonds due on such Bond Payment Date. The Paying
8 Agent shall hold all such monies transferred to it, pursuant to the foregoing sentence, uninvested.
9 If, after payment in full of all Principal and Accreted Value, redemption premium, if any, and
10 interest on the Series C Bonds, there remain funds in the Debt Service Fund, any such excess
11 amounts shall be transferred to the General Fund of the District.

12
13 (c) The District shall, at such time as shall be necessary, establish and create the
14 "Series C Bonds Rebate Fund" ("Rebate Fund"), which fund shall be kept separate and distinct
15 from all other District funds, and into which the District shall deposit, or direct deposit of, funds
16 used to satisfy any requirement to make rebate payments to the United States pursuant to Section
17 148 of the Internal Revenue Code of 1986, as amended and the Treasury Regulations
18 promulgated thereunder ("Code") as shall be applicable to the Series C Bonds. The Rebate Fund
19 (if and when established pursuant to the requirements of the Tax Certificate) may, at the
20 discretion of the District, be held by the Paying Agent or the County. Responsibility for
21 determining and calculating rebate payments, if any, due with regard to the Series C Bonds is the
22 responsibility of the District as further set forth in the School Board Resolution and Section 23.
23 Monies in the Rebate Fund shall be invested in compliance with the limitations of the Code.

24
25 (d) If, after payment in full of the Series C Bonds, there remain excess proceeds
26 and/or interest earnings, any such excess amounts shall be transferred to the General Fund of the
27 District to be applied in accordance with law.
28

1 (e) All funds in the Debt Service Fund and interest earning thereon shall be invested
2 by the County, on behalf of, and pursuant to the written direction(s) of, the District, in
3 Authorized Investments. Absent other written investment directions provided to the County
4 from the District, the Treasurer shall invest monies in the Debt Service Fund pursuant to the
5 State law and the then-current investment policy of the County.
6

7 **SECTION 18. Defeasance.** The Series C Bonds may be defeased prior to maturity in
8 the following ways:
9

10 (a) Cash: By irrevocably depositing with a bank or trust company, in escrow, an
11 amount of cash which, together with amounts then on deposit in the Debt Service Fund, is
12 sufficient to pay all Series C Bonds Outstanding, including all Principal and interest and
13 premium, if any; or
14

15 (b) Defeasance Securities: By irrevocably depositing with a bank or trust company,
16 in escrow, noncallable Defeasance Securities, permitted under Section 149(d) of the Code thereto
17 together with cash, if required, in such amount as will, in the opinion of an independent certified
18 public accountant, together with interest to accrue thereon and monies then on deposit in the
19 Debt Service Fund, together with the interest to accrue thereon, be fully sufficient to pay and
20 discharge all Series C Bonds (including all Principal and interest represented thereby and
21 redemption premiums, if any) at or before their maturity date;
22

23 *then*, notwithstanding that any Series C Bonds shall not have been surrendered for payment, all
24 obligations of the District and the County with respect to all Outstanding Series C Bonds shall
25 cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid
26 from funds deposited pursuant to paragraphs (a) or (b) of this Section 18, to the Owners of the
27 Series C Bonds not so surrendered and paid all sums due with respect thereto.
28

1 For purposes of this Section and Section 19, "Defeasance Securities" shall mean:

2 Direct and general obligations of the United States of America, or obligations that are
3 unconditionally guaranteed as to principal and interest by the United States of America,
4 including (in the case of direct and general obligations of the United States of America) evidence
5 of direct ownership or proportionate interests in future interest or principal payments of such
6 obligations. Investments in such proportionate interests must be limited to circumstances
7 wherein: (a) a bank or trust company acts as custodian and holds the underlying Defeasance
8 Obligations; (b) the owner of the investment is the real party in interest and has the right to
9 proceed directly and individually against the obligor of the underlying Defeasance Obligations;
10 and (c) the underlying Defeasance Obligations are held in a special account, segregated from the
11 custodian's general assets, and are not available to satisfy any claims of the custodian, any
12 person claiming through the custodian, or any person to whom the custodian may be obligated;
13 provided that such obligations are rated or assessed "AAA" by Standard & Poor's if the Bonds
14 are then rated by Standard & Poor's, and "Aaa" by Moody's Investors Service if the Bonds are
15 then rated by Moody's Investors Service.

16
17 For purposes of this Section 18, and Section 19, the escrow agent bank and verification
18 agent shall be selected by the District. Any such escrow bank or trust company shall conform to
19 the successor paying agent requirements of Section 14 hereof. All costs for defeasance of the
20 Series C Bonds shall be paid by the District.

21
22 **SECTION 19. Partial Defeasance.** A portion of the then-Outstanding maturities of the
23 Series C Bonds may be defeased prior to maturity in the following ways:

24
25 (a) Cash: by irrevocably depositing with a bank or trust company, in escrow, an
26 amount of cash which, together with amounts then on deposit in the Debt Service Fund, is
27 sufficient to pay the designated Outstanding maturities of Series C Bonds, including all Principal
28 and interest and premium, if any; or

1
2 (b) Defeasance Securities: by irrevocably depositing with a bank or trust company,
3 in escrow, noncallable Defeasance Securities, permitted under Section 149(d) of the Code
4 together with cash, if required, in such an amount as will, in the opinion of an independent
5 certified public accountant, together with interest to accrue thereon, be fully sufficient to pay and
6 discharge the designated maturities of Series C Bonds (including all Principal and interest
7 represented thereby and redemption premiums, if any) at or before their maturity date;

8
9 *then*, notwithstanding that any of such designated maturities of Series C Bonds shall not have
10 been surrendered for payment, all obligations of the District and the County with respect to such
11 Outstanding maturities of Series C Bonds shall cease and terminate, except only the obligation of
12 the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or
13 (b) of this Section 19, to the Owners of the Series C Bonds of such maturities designated for
14 redemption not so surrendered and paid all sums due with respect thereto.

15
16 **SECTION 20. Bond Insurance.** In the event the District purchases bond insurance for
17 the Series C Bonds, and to the extent that the Bond Insurer makes payment of the Principal or
18 Accreted Value of, or interest on, the Series C Bonds, it shall become the Owner of such Series
19 C Bonds with the right to payment of Principal or interest on the Series C Bonds, and shall be
20 fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof.
21 To evidence such subrogation (i) in the case of subrogation as to claims that were past due
22 interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the
23 Bond Register upon receipt of a copy of the canceled check issued by the Series C Bonds Bond
24 Insurer for the payment of such interest to the Owners of the Series C Bonds, and (ii) in the case
25 of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer
26 as subrogee on the Bond Register upon surrender of the Series C Bonds by the Owners thereof to
27 the Bond Insurer or the insurance trustee for the Bond Insurer. The officers and officials of the
28 County are authorized to take all other and further necessary actions to arrange for the delivery

1 of the bond insurance policy, if such is purchased by, or on behalf of, the District for the Series C
2 Bonds. In the event that the Bond Insurer requires additional agreements, covenants or
3 conditions to the issuance of the bond insurance policy, the Designated Officer may deliver or
4 agree to such; provided, however, that applicable law(s) shall be complied with and any such
5 agreement, covenants or conditions shall be consistent with the provisions of this Resolution and
6 the School Board Resolution and be satisfactory to the Designated Officer.
7

8 **SECTION 21. Official Statement.** The District shall authorize, and shall be
9 responsible for, preparing a preliminary and final Official Statement for the Series C Bonds
10 meeting the requirements of Securities and Exchange Commission (“SEC”) Rule 15c2-12. Such
11 preliminary Official Statement and final Official Statement are collectively referred to herein as
12 the “Official Statement.” Neither the Board of Supervisors nor any officer of the County has
13 prepared or reviewed the Official Statement, and this Board of Supervisors and the various
14 officers of the County take no responsibility for the contents or distribution thereof; provided,
15 however, that solely with respect to one or more section(s) contained, or to be contained, therein
16 describing the County’s investment policy, current portfolio holdings, and valuation procedures,
17 as they may relate to funds of the District held by the Treasurer, the Treasurer is hereby
18 authorized and directed to prepare and review such information for inclusion in the District’s
19 Official Statement and in preliminary Official Statement, and to certify to the District prior to or
20 upon the issuance of the Series C Bonds that the information contained in such section(s) does
21 not contain any untrue statement of a material fact or omit to state any material fact necessary in
22 order to make the statements made therein, in the light of the circumstances under which they are
23 made, not misleading.
24

25 **SECTION 22. Continuing Disclosure.** “Continuing Disclosure Certificate” shall mean
26 that certain Continuing Disclosure Certificate provided by the District, as originally executed and
27 as it may be amended from time to time in accordance with the terms thereof.
28

1 The District has covenanted and agreed that it will comply with and carry out all of the
2 terms and conditions of the Continuing Disclosure Certificate (as defined above), which shall be
3 entered into by District and delivered at the time of delivery of the Series C Bonds.
4 Notwithstanding any other provisions of this Resolution, failure of the District to comply with
5 the Continuing Disclosure Certificate shall not be considered a default by the District hereunder
6 or under the Series C Bonds; however, any underwriter or any holder or beneficial Owner of the
7 Series C Bonds may take such actions as may be necessary and appropriate to compel
8 performance, including seeking mandate or specific performance by court order.
9

10 **SECTION 23. Tax and Arbitrage Matters.**
11

12 (a) The District has represented that it shall not take any action, or fail to take any
13 action if such action or failure to take such action would adversely affect the exclusion from
14 gross income of the interest payable on the Series C Bonds under Section 103 of the Code.
15

16 (b) The District has covenanted to restrict the use of the proceeds of the Series C
17 Bonds in such manner and to such extent, if any, as may be necessary, so that the Series C Bonds
18 will not constitute "arbitrage bonds" under Section 148 of the Code and the applicable
19 regulations prescribed under that section or any successor section. Calculations for determining
20 arbitrage requirements, and payment of any required monies, are the sole responsibility of the
21 District.
22

23 (c) The District, in order to maintain the exclusion from gross income for federal
24 income tax purposes of the interest on the Series C Bonds, has covenanted to comply with each
25 applicable requirement of Section 103 and Sections 141 through 150 of the Code, as set forth in
26 the Tax Certificate to be provided to the District by Special Tax Counsel, on the date of initial
27 delivery of the Series C Bonds, and executed by the District and incorporated herein by this
28 reference as a source of guidance for compliance with such provisions.

1
2 (d) The District has covenanted to at all times do and perform all other acts and
3 things necessary or desirable and within its powers to assure, for the purposes of California
4 personal and federal income taxation, that the tax-exempt status of the interest paid on the Series
5 C Bonds to the recipients thereof will be preserved.
6

7 (e) Notwithstanding any other provision of this Resolution to the contrary, upon the
8 District's failure to observe, or refusal to comply with, the above covenant, no person other than
9 the Owners of the Series C Bonds shall be entitled to exercise any right or remedy provided to
10 such Owners under this Resolution on the basis of the District's failure to observe, or refusal to
11 comply with, the above covenant.
12

13 **SECTION 24. County Books and Accounts.** The Treasurer and the County will keep,
14 or cause to be kept, proper books or record and accounts to record (i) the amount of taxes
15 collected pursuant to Section 16 hereof, (ii) all deposits, expenditure and investment earnings on
16 the Debt Service Fund and any and all accounts or subaccounts thereof, and (iii) all transfers of
17 funds for the payment of Principal, interest, Accreted Value or redemption premiums on the
18 Series C Bonds. The Treasurer shall provide regular periodic statements of such accounts to the
19 District. Such books of record and accounts shall at all times during business hours, upon
20 reasonable notice, be subject to the inspection of the District and the Owners of not less than ten
21 percent (10%) of the Principal amount of the Series C Bonds then Outstanding, or their
22 representatives authorized in writing.
23

24 **SECTION 25. Execution of Documents by Bond Owners.** Any request, consent or
25 other instrument required by this Resolution to be signed and executed by Bond Owners may be
26 in any number of concurrent writings of substantially similar tenor and may be signed or
27 executed by such Bond Owners in person or by their agent or agents duly appointed in writing.
28 Proof of the execution of any such request consent or other instrument or of a writing appointing

1 any such agent shall be sufficient for any purpose of this Resolution and shall be conclusive in
2 favor of the County, and the District, if made in the manner provided in this Section 25.

3
4 The fact and date of the execution by any person of any such request consent or other
5 instrument or writing may be proved by the affidavit of a witness of such execution or by the
6 certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof
7 to take acknowledgements of deeds, certifying that the person signing such request consent or
8 other instrument or writing acknowledged to him the execution thereof.

9
10 The ownership of the Series C Bonds shall be proved by the Bond Register. Any request,
11 consent or vote of the Owner of any Series C Bond shall bind every future Owner of the same
12 Series C Bond and the Owner of any Series C Bond issued in exchange therefor or in lieu
13 thereof, in respect of anything done or suffered to be done by the County or the District, in
14 pursuance of such request, consent or vote.

15
16 **SECTION 26. Unclaimed Monies.** Notwithstanding any of the foregoing provisions of
17 this Resolution, and subject to applicable State law, any monies held by the Paying Agent for the
18 payment of the principal and Accreted Value of, redemption premium, if any, or interest on
19 Series C Bonds remaining unclaimed for one year after the corresponding maturity or
20 redemption date for such Series C Bonds shall be returned by the Paying Agent to the Treasurer,
21 with any and all interest accrued thereon, for deposit into the Debt Service Fund.
22 Notwithstanding any other provisions of this Resolution, any monies held in any fund created
23 pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the Principal or
24 Accreted Value of, redemption premium, if any, or interest on Series C Bonds and remaining
25 unclaimed for one year after the Principal of all of the Series C Bonds have become due and
26 payable (whether by maturity or upon prior redemption) shall be, after payment in full of the
27 Series C Bonds, transferred to the General Fund of the District to be applied in accordance with
28 law; provided, however, that the Paying Agent, or the District, before making such payment,

1 shall cause notice to be mailed to the Owners of all Bonds that have not been paid, by first-class
2 mail at the addresses on the Bond Register, postage prepaid, not less than 90 days prior to the
3 date of such payment.
4

5 **SECTION 27. Conditions Precedent.** This County Board determines that all acts and
6 conditions necessary to be performed by the County precedent to and in the issuing of the Series
7 C Bonds, in order to make them legal, valid and binding general obligations of the District have
8 been performed and have been met, or will at the time of delivery of the Bonds have been
9 performed and have been met, in regular and due form as required by law; that this County
10 Board has the power and is obligated to levy *ad valorem* taxes for the payment of the Bonds and
11 the interest thereon without limitation as to rate or amount upon all property within the District
12 subject to taxation (except for certain classes of personal property); and that no statutory or
13 Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of
14 the Series C Bonds.
15

16 **SECTION 28. Amendments.** The County may from time to time (which may be at the
17 request of the District, made in writing), and at any time, without notice to or consent of any of
18 the Owners, by action of the County Board, amend the provisions of this Resolution for any of
19 the following reasons:
20

21 (a) to cure any ambiguity, to correct or supplement any provision herein which may
22 be inconsistent with any other provision herein or therein, or to make any other provision with
23 respect to matters or questions arising under this Resolution, provided that such action shall not
24 adversely affect the interests of the Bond Owners;
25

26 (b) to add to the covenants and agreements of and the limitations and the restrictions
27 upon the District contained in this Resolution which are not contrary to or inconsistent with this
28 Resolution as theretofore in effect; and/or

1
2 (c) to modify, alter, amend or supplement this Resolution in any other respect which
3 is not materially adverse to the Bond Owners.
4

5 In the event of any such amendment, the County shall promptly provide the District and
6 the Paying Agent with copies of such amendment and the action of the County Board approving
7 such amendment. Notice of any such amendment shall also be provided to the Owners by the
8 District in the next occurring Annual Report provided by the District under the terms of the
9 Continuing Disclosure Certificate.
10

11 No such amendment shall: (i) extend the fixed maturity of any Series C Bond, reduce the
12 amount of Principal thereof or the rate of interest thereon or extend the time of payment thereof,
13 without the consent of the Owner of each Series C Bond so affected, or (ii) modify or amend this
14 Section without the consent of the Owners of all the Series C Bonds then outstanding.
15

16 Upon the adoption of any amendment pursuant to this Section, this Resolution shall be
17 deemed to be modified and amended in accordance therewith, and the respective rights, duties
18 and obligations under this Resolution of the County, the District, the Paying Agent and all
19 Owners shall thereafter be determined, exercised and enforced hereunder subject in all respects
20 to such modification and amendment, and all the terms and conditions of any such amendment
21 shall be deemed to be part of the terms and conditions of this Resolution for any and all
22 purposes.
23

24 The provisions of this Section shall not prevent any Owner from accepting any
25 modification or amendment as to the particular Series C Bonds held by such Owner.
26

27 **SECTION 29. Benefits Limited to Parties.** Nothing in this Resolution, express or
28 implied, is intended to give to any person other than the County, the District, the Paying Agent

1 and the Owners of the Series C Bonds, any right, remedy or claim under or by reason of this
2 Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by
3 and on behalf of the District or the County, are for the sole and exclusive benefit of the County,
4 the District, the Paying Agent and the Owners.

5
6 **SECTION 30. Approval of Actions.** Officers of the County Board and County officials
7 and staff, including the Treasurer and the County Auditor-Controller, or their designee(s), are
8 hereby authorized and directed, jointly and severally, to do any and all things and to execute and
9 deliver any and all documents which they may deem necessary or advisable in order to proceed
10 with the issuance and sale of the Series C Bonds and otherwise carry out, give effect to and
11 comply with the terms and intent of this Resolution. Such actions heretofore taken by such
12 officers, officials and staff are hereby ratified, confirmed and approved.

13
14 **SECTION 31. Directives as to District Findings and Determinations; Validation**
15 **Action.**

16 (a) The School Board Resolution includes certain findings and determinations as to
17 certain factual and legal matters as set forth in Sections 4, 16, 20 and 21 of the School Board
18 Resolution. The School Board Resolution provides that the District intends to file and pursue a
19 validation action pursuant to Section 53511 of the Government Code and Section 860 et seq. of
20 the California Code of Civil Procedure in order to validate such factual and legal matters on
21 behalf of the County and the District. The School Board Resolution provides that such
22 validation action shall be undertaken at the direction of the District and that costs of such
23 validation action shall be paid for from premium generated from the sale of the Series C Bonds
24 and that the County shall be held harmless from costs or expenses of such validation action. This
25 County Board hereby consents to the expenditure of premium generated from the sale of the
26 Series C Bonds to pay or recover costs of such validation action.

1 (b) This County Board hereby consents to the expenditure of premium generated
2 from the sale of the Series C Bonds to pay or recover costs of issuance, interest and carry costs of
3 the 2009 Notes, including, but not limited to: underwriting discount, credit enhancement, legal,
4 printing, insurance and financial planning costs, periodic interest and capitalized interest on the
5 2009 Notes (as defined in the School Board Resolution), under the provisions of State law,
6 including Government Code Sections 53506 *et seq.* and, as applicable, Education Code Sections
7 15145(a) and 15150.

8
9 (c) The County Board hereby authorizes School District Bond Counsel, Bowie,
10 Arneson, Wiles & Giannone, acting as Special Counsel to the County, to file a validation action
11 pursuant to Section 53511 of the Government Code and Section 860 *et seq.* of the California
12 Code of Civil Procedure in order to validate: (i) the adoption of the School Board Resolution and
13 the findings and directives contained therein, (ii) the adoption of this County Resolution and the
14 findings and directives contained therein, (iii) the actions of the District in applying for the
15 Waiver, the issuance of the Waiver and the binding effect thereof; (iv) the validity of the Bond
16 Purchase Agreement when executed and delivered and (v) such other and related legal matters as
17 Bond Counsel may determine and recommend. School District Bond Counsel is hereby
18 authorized to prepare, execute, file and submit any and all documents and pleadings necessary or
19 desirable to complete the within-referenced validation action.

20
21 (d) The County Board hereby approves the filing of a validation action in a court of
22 competent jurisdiction with the County of Riverside. All costs and expenses of the County in
23 such validation action shall be the responsibility of the District as set forth in the School Board
24 Resolution.

25
26 (e) The County Board hereby acknowledges that the District shall also be represented
27 in such validation action by Bond Counsel and hereby authorizes the County Counsel to execute
28 and deliver to Bond Counsel any necessary waiver(s) and/or acknowledgement(s) needed to

1 consent to, or acknowledge, such joint representation with regard to such validation action as
2 County Counsel shall approve.

3
4 (f) The County Counsel, the Treasurer and the Clerk of the County Board, and their
5 respective designees are hereby authorized, jointly and individually, to execute any document
6 and to perform any acts necessary to cooperate with and participate in the above-referenced
7 validation action.

8
9 **SECTION 32. Effective Date.** This Resolution shall take effect immediately upon
10 adoption.

11
12 **SECTION 33. Clerk's Certificate.** The Clerk of the County Board is hereby directed
13 to provide certified copies of this Resolution to the Treasurer, the County Auditor-Controller and
14 Bond Counsel immediately following its adoption.

15
16 **SECTION 34. Compliance With Law.** All acts, conditions and things required by law
17 to be done and performed in strict conformity with the laws authorizing the issuance of general
18 obligation bonds of the District, and the indebtedness of the District, including this proposed
19 issue of the Series C Bonds, is within all limits prescribed by law.

20
21 **SECTION 35. Partial Invalidity; Severability.** If any one or more of the covenants or
22 agreements, or portions thereof, provided in this Resolution to be performed should be contrary
23 to law, then such covenant or covenants, such agreement or agreements, or such portions thereof,
24 shall be null and void and shall in no way affect the validity of this Resolution or of the Series C
25 Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under any
26 applicable provisions of law. The County Board hereby declares that it would have adopted this
27 Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase
28 hereof and would have authorized the issuance of the Series C Bonds pursuant hereto

1 irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences,
2 clauses or phrases of this Resolution or the application thereof to any person or circumstance
3 may be held to be unconstitutional, unenforceable or invalid.
4

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1 The foregoing Resolution was on the 1st of March, 2011, adopted by the Board
2 of Supervisors of the County of Riverside.

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17 ROLL CALL:

18 Ayes: Buster, Tavaglione, Stone and Ashley
19 Nays: None
20 Absent: Benoit

21 The foregoing is certified to be a true copy of a resolution duly
22 adopted by said Board of Supervisors on the date therein set forth.

23 KECIA HARPER-IHEM, Clerk of said Board

24 By: _____
25 Deputy

EXHIBIT "A"

FORM OF BOND PURCHASE AGREEMENT

**ALVORD UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C**

BOND PURCHASE AGREEMENT

_____, 2011

County of Riverside Treasurer-Tax Collector
4080 Lemon Street, 4th Floor
Riverside, California 92502

Alvord Unified School District
10365 Keller Avenue
Riverside, California 92505

The undersigned, Piper Jaffray & Co. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the County of Riverside, California (the "County") and the Alvord Unified School District (the "District") which, upon the acceptance hereof, will be binding upon the County, the District and the Underwriter. By execution of this Bond Purchase Agreement, the County and the District acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding on the County and the District, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the County and the District and delivery of such acceptance to us at or prior to 11:59 p.m., California time, on the date hereof.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the County for reoffering to the public and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of the \$_____ aggregate initial principal amount of the Alvord Unified School District General Obligation Bonds, 2007 Election, Series C (the "Bonds").

The Bonds shall consist of \$_____ aggregate principal amount of current interest bonds (the "Current Interest Bonds"), \$_____ aggregate initial principal amount of capital appreciation bonds (the "Capital Appreciation Bonds") and \$_____ aggregate initial principal amount of convertible capital appreciation bonds (the "Convertible Capital Appreciation Bonds"). The Bonds shall bear or accrete interest at the rates and shall mature on the dates and in the years shown on Exhibit A hereto, which is incorporated herein by this reference. The Current Interest Bonds shall bear interest from the date thereof and such interest shall be payable on each February 1 and August 1, commencing _____ 1, 20___. The Capital Appreciation Bonds shall accrete interest from their date, compounded semiannually on February 1 and August 1, commencing on

_____, 1, 20___, and shall be paid at maturity as shown in Exhibit A hereto. The Convertible Capital Appreciation Bonds shall accrete interest from their date, compounded semiannually on February 1 and August 1, commencing on _____ 1, 20___, to the applicable conversion date thereof (the "Conversion Date"). From and after the Conversion Date thereof, each Convertible Capital Appreciation Bond shall bear interest from such Conversion Date and such interest shall be payable on each February 1 and August 1, commencing on the February 1 or August 1 immediately following such Conversion Date. The stated value of each Convertible Capital Appreciation Bond at the Conversion Date thereof shall be paid at maturity as shown in Exhibit A hereto.

The Underwriter shall purchase the Bonds at a price of \$_____ (which is equal to the sum of \$_____, the initial principal amount of the Bonds plus \$_____, the amount of remaining net original issue premium), in immediately available funds by check, draft or wire transfer to or upon the order of the County on behalf of the District. The Underwriter's discount of \$_____ on the Bonds does not exceed ___% of the principal amount of the Bonds (excluding costs of issuance to be paid by the Underwriter pursuant to Section 14 hereof with respect to the Bonds). The true interest cost for the Bonds is _____%.

2. **The Bonds.** The Current Interest Bonds shall be dated their date of delivery, shall bear interest at the rates and shall mature on August 1 in the years and be subject to redemption all as shown on Exhibit A hereto. The Capital Appreciation Bonds shall be dated their date of delivery, shall accrete interest at the rates and shall mature on August 1 in the years and be subject to redemption all as shown on Exhibit A hereto. The Convertible Capital Appreciation Bonds shall be dated their date of delivery, shall accrete interest to their Conversion Dates at the rates, shall bear interest from and after their Conversion Dates at the rates, shall convert to current interest bonds on the Conversion Dates and shall mature on August 1 in the years and be subject to optional and mandatory redemption all as shown on Exhibit A hereto.

The Bonds shall be issued and secured pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Government Code") and Article XIII A of the California Constitution and pursuant to, and shall otherwise be as described in, resolutions of the Board of Education of the District (the "Board of Education") adopted on _____, 2011 (the "District Resolution"), and of the Board of Supervisors of the County (the "Board of Supervisors") adopted _____, 20___ (the "County Resolution" and, collectively with the District Resolution, the "Resolutions"), which provide for the terms of the Bonds and designate U.S. Bank National Association, as initial paying agent therefor (the "Paying Agent"), and this Bond Purchase Agreement. The Bonds were authorized under and pursuant to a bond authorization approved by more than fifty-five percent (55%) of the voters of the District voting at an election held on November 6, 2007 (the "Election") approving an amount not more than \$196,000,000 million of general obligation bonds of the District to be used to finance specific construction, repair and improvement projects as further described in the Preliminary Official Statement (defined below). Capitalized terms used herein and not defined herein shall have the meanings set forth in the County Resolution.

Proceeds from the Bonds will be used (a) to defease and pay a portion of the 2009 General Obligation Bond Anticipation Notes of the Alvord Unified School District in the aggregate principal amount of \$_____ (the "Notes"), (b) [to pay capitalized interest on the Bonds], and (c) to pay

costs of issuance of the Bonds. In connection with the defeasance of the Notes, the District and U.S. Bank National Association, as escrow bank (the "Escrow Bank") will enter into the Escrow Agreement, dated as of _____ 1, 2011 (the "Escrow Agreement").

The Bonds will be substantially in the form described in the County Resolution and shall be executed and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolutions. The Bonds shall be in definitive form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC").

[The payment of principal of and interest and compounded interest (but not any redemption premium) on the Bonds as specified in Exhibit A hereto will be secured by a municipal bond insurance policy (the "Insurance Policy") to be issued simultaneously with the issuance of the Bonds by _____ (the "Insurer").]

3. **Use of Documents.** The District and the County hereby authorize the Underwriter to use, in connection with the offering and sale of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate (defined below), a Preliminary Official Statement (defined below), and an Official Statement (defined below), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement.

4. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in Exhibit A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds; provided, however, that the Underwriter shall not change the interest rates set forth in Exhibit A hereto. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

Prior to Closing, as a condition to delivery of the Bonds, the Underwriter shall be required to provide to the District initial offering price information in form and substance as Bond Counsel (defined below) may require for purposes of determining the yield on the Bonds.

5. **Review of Official Statement.** (a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 20__ (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"). The District represents that it deems the Preliminary Official Statement to be final as of its date, except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"). By the execution of this Bond Purchase Agreement, the County and the District ratify the use by the Underwriter of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

(b) The Underwriter agrees to file the Official Statement with the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system.

(c) References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

6. **Closing.** At 8:00 a.m., California time, on _____, 2011, or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the "Closing" or "Closing Date"), the District will direct the Paying Agent to deliver to the Underwriter, through the facilities of DTC in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed, together with the other documents hereinafter mentioned. Upon fulfillment of all conditions to Closing herein, the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds (by wire transfer or such other manner of payment as the Underwriter and the Auditor-Controller-Treasurer-Tax Collector of the County, following the direction of the District, shall reasonably agree upon) to the order of the County.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) The District is a school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Bonds pursuant to the California Constitution and the Government Code;

(b) (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, to adopt the District Resolution, to issue and to deliver the Bonds, to perform its obligations under each such document or instrument and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the District Resolution; (iii) the execution and delivery or adoption of and the performance by the District of the obligations represented by, the Bonds, the District Resolution, the County Resolution, the Continuing Disclosure Certificate, the Escrow Agreement and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) each of this Bond Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate constitutes a valid and legally binding obligation of the District, enforceable against the District in accordance with its terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement;

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(d) The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds;

(e) As of the time of acceptance hereof and as of the time of the Closing, the District is not and will not be, in any manner which would adversely affect the transactions contemplated hereby and by the Resolutions, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would adversely affect the transactions contemplated hereby and by the Resolutions, a default or event of default under any such instrument; and, as of such times, to the best knowledge of the District, the issuance of the Bonds, the execution, delivery and performance of this Bond Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, the District Resolution and the Bonds and the compliance with the provisions hereof and of the County Resolution do not conflict with or constitute on the part of the District a violation of, or material default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Bonds, this Bond Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Certificate or the Resolutions or contesting the powers of the District or its authority with respect to the Bonds, the Resolutions, this Bond Purchase Agreement, the Escrow Agreement or the Continuing

Disclosure Certificate; (iii) contesting the completeness or accuracy of the Preliminary Official Statement; or (iv) in which a final adverse decision could (a) result in any material adverse impact on the financial condition of the District, (b) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Bond Purchase Agreement or the Resolutions, (c) declare this Bond Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Certificate to be invalid or unenforceable in whole or in material part, or (d) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation;

(g) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon;

(h) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain, and up to and including the Closing will contain, no material misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in light of the circumstances in which such statements were made, not misleading. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(i) To assist the Underwriter in complying with the Rule, the District will undertake, pursuant to the District Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events; the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events. A form of this undertaking is set forth as an appendix to the Preliminary Official Statement and will also be set forth as an appendix to the Official Statement;

(j) Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein;

(k) Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowing as may be described in or contemplated by the Official Statement;

(l) Preparation and distribution of the Official Statement pertaining to the Bonds have been duly authorized by the District, and the information contained therein (excluding the statements and information in Appendix H – “BOOK-ENTRY ONLY SYSTEM,” [any information relating to the Insurer or the Insurance Policy] and any information provided by the Underwriter for inclusion in the Official Statement) is true and correct in all material

respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation and warranty is made concerning statements and information in Appendix H – “BOOK-ENTRY ONLY SYSTEM,” [any information relating to the Insurer or the Insurance Policy] and any information provided by the Underwriter for inclusion in the final Official Statement; and

(m) The District agrees that if at any time before the Closing Date, any event occurs as a result of which the Official Statement as then in effect would include any untrue statement of a material fact or omit to state any fact necessary to make the statements made therein not misleading in any material respect, the District shall promptly prepare an amendment or supplement that will correct such statement or omission. The District will advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and will effect such amendment or supplement in a form and manner approved by the Underwriter.

8. **Representations, Warranties and Agreements of the County.** The County hereby represents, warrants and agrees with the Underwriter that:

(a) The County has the power under the laws of the State to issue the Bonds in the name and on behalf of the District pursuant to the applicable provisions of the California Constitution and the Government Code;

(b) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter in the name and on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions applicable to the County contemplated by this Bond Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of its obligations represented by the Bonds, the County Resolution and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing and the County Resolution shall not have been modified, amended, rescinded or revoked and is in full force and effect on the date hereof and on the date of the Closing; (iv) this Bond Purchase Agreement constitutes a valid and legally binding obligation of the County, enforceable against the County in accordance with its terms; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement;

(c) To the best knowledge of the County, no authorization, approval, consent or other order of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the County of this Bond Purchase Agreement or the consummation by the County of the other transactions contemplated by such agreement (provided that no representation or warranty

need be given as to any action required of the District or under state securities or blue sky laws in connection with the purchase or distribution of the Bonds by the Underwriter);

(d) To the best knowledge of the County, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any California governmental agency is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(e) To the best knowledge of the County, the issuance of the Bonds, the execution, delivery and performance of this Bond Purchase Agreement, the County Resolution and the Bonds, and the compliance with the provisions hereof applicable to the County do not conflict with or constitute on the part of the County a material violation of, or material default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution to which the County is bound and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party;

(f) The County is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party, which breach or default would materially adversely affect the County's ability to enter into or perform its obligations under this Bond Purchase Agreement;

(g) As of the time of acceptance hereof, to the best knowledge of the County, no action, suit, proceeding, hearing or investigation is pending in which service of process has been completed against the County or threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or directly contesting or affecting the validity or enforceability of the Bonds, this Bond Purchase Agreement or the County Resolution or contesting the powers of the County or its authority with respect to the Bonds, the County Resolution or this Bond Purchase Agreement; or (iii) in which a final adverse decision would declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part;

(h) Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money; and

(i) Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

9. **Representations and Agreements of the Underwriter.** The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Bond Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it.

(b) The Underwriter is in compliance with Rule G-37 of the MSRB with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship within the meaning of California Government Code Section 53590(c).

(d) The Underwriter has reasonably determined that the District's undertaking pursuant to Section 7(i) hereof to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with Rule 15c2-12.

10. **Covenants of the County and the District.** The County and the District respectively covenant and agree with the Underwriter that:

(a) The County and the District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District and the County shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB; provided, however, that the failure of the District to comply with this requirement

due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds; and

(c) Each party hereto agrees that it will notify the other parties hereto if, within the period from the date of this Bond Purchase Agreement to and including the date which is 25 days following the End of the Underwriting Period (as hereinafter defined), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If, in the written opinion of the District or counsel to the Underwriter, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the County, the District or the Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District will, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriter in such numbers as the Underwriter may reasonably request. The District and the Underwriter agree that they will cooperate in the preparation of any such amendment or supplement. As used herein, the term "End of the Underwriting Period" means the later of such time as (i) the County delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the End of the Underwriting Period.

11. Division of Responsibility Between District and County. It is specifically acknowledged and agreed by and between the District and the County that the County shall have no responsibility or liability to ensure or provide compliance with those provisions of this Bond Purchase Agreement which are to be performed solely by the District.

12. Conditions to Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the County and the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(a) The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and

as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by each of them, respectively, in this Bond Purchase Agreement;

(b) At the time of the Closing, (i) the Official Statement, the Continuing Disclosure Certificate, the Escrow Agreement, this Bond Purchase Agreement, the District Resolution and the County Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the parties hereto; (ii) all actions under the Government Code and other applicable laws which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the County and the District shall perform or have performed all of their respective obligations required under or specified in the District Resolution, the County Resolution, the Continuing Disclosure Certificate, the Escrow Agreement and the Official Statement to be performed at or prior to the Closing;

(c) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, is pending (in which service of process has been completed against the County or the District) or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds or the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Escrow Agreement, or (C) in any way contesting the existence or powers of the County or the District, or contesting in any way the completeness or accuracy of the Official Statement;

(d) Between the date hereof and the Closing, the investment quality, the marketability or the market price of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of

interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, 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, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading of any rating or credit outlook of the District's outstanding indebtedness by a national rating agency; or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits 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) At or prior to the date of the Closing, the Underwriter shall have received the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) An approving opinion of Bowie, Arneson, Wiles & Giannone ("Bond Counsel"), substantially in the form attached as Appendix C to the Official Statement, dated the Closing Date and addressed to the County and the District;

(2) A reliance letter from Bond Counsel to the effect that the Underwriter [and the Insurer] may rely upon the approving opinion described in subsection (e)(1) above;

(3) A certificate, signed by an appropriate official of the District, to the effect that (i) such official is authorized to execute this Bond Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the District Resolution, the County Resolution, this Bond Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement to be complied with by the District prior to or concurrently with the Closing, (iv) to the best of such official's knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, or the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Escrow Agreement, or (C) in any way contesting the existence or powers of the District, (v) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (vi) each of the conditions listed in Section 12 of this Bond Purchase Agreement has been satisfied on the date hereof and the District is not aware of any other condition of this Bond Purchase Agreement that has not been satisfied on the date hereof, (vii) the Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution and this Bond Purchase Agreement, and (viii) no consent of any party is required for inclusion of the District's audited financial statements for fiscal year ended June 30, 2008, in the Official Statement;

(4) The opinion of Orrick, Herrington & Sutcliffe LLP, as disclosure counsel to the District, addressed to the District and the Underwriter, dated the Closing Date, to the effect that, based on such counsel's participation in conferences with representatives of the Underwriter, the District, the County, the Paying Agent, [the Insurer,] their respective counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed (but with no inquiry made of other attorneys in such counsel's firm not working directly on the

issuance of the Bonds who may have information material to the issue), and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that, during the course of its engagement as disclosure counsel no facts came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any CUSIP numbers, financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, any information about feasibility valuation, appraisals, absorption, real estate or environmental matters, or any information about litigation, Appendices B, C, D, E, F, G, H, I and J, or any information about [the Insurer, the Insurance Policy,] book-entry or DTC, included or referred to therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) The Continuing Disclosure Certificate signed by an appropriate official of the District substantially in the form appended to the Official Statement and the Escrow Agreement executed and delivered by the District and the Escrow Bank;

(6) A certificate signed by appropriate officials of the County to the effect that (i) such officials are authorized to execute and to approve this Bond Purchase Agreement, (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing, (iii) the County has complied with all the terms of the County Resolution and this Bond Purchase Agreement to be complied with by the County prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the information contained in the Official Statement in Appendix F – "SUMMARY OF COUNTY OF RIVERSIDE INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF INVESTMENT POOL" and in Appendix G – "COUNTY INVESTMENT POLICY" and on such basis certifies that the information contained in the Official Statement in Appendix F – "SUMMARY OF COUNTY OF RIVERSIDE INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF INVESTMENT POOL" and in Appendix G – "COUNTY INVESTMENT POLICY" does not contain any untrue statement of a material fact concerning the County required to be stated therein or omit to state a material fact necessary to make the statements concerning the County therein, in the light of the circumstances in which they were made, not misleading; and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution and this Bond Purchase Agreement;

(7) A tax certificate of the District in form satisfactory to Bond Counsel;

(8) Evidence satisfactory to the Underwriter that the Bonds shall have been rated at “____” by [Moody’s Investors Service] and “____” by [Standard & Poor’s Ratings Services] (or such other equivalent rating as such rating agency may give) and that such rating has not been revoked or downgraded;

(9) The opinion of County Counsel for the County of Riverside, as counsel to the County, addressed to the Underwriter, dated the Closing Date and in a form reasonably satisfactory to the Underwriter;

(10) A certificate, together with a fully executed copy of the District Resolution, of the Clerk of the Board of Education to the effect that:

(i) such copy is a true and correct copy of the District Resolution;
and

(ii) the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(11) An original adopted County Resolution or a certificate, together with fully executed copies of the County Resolution, of the Clerk of the Board of Supervisors to the effect that:

(i) such copy is a true and correct copy of the District Resolution;
and

(ii) the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(12) Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;

(13) A report by [Causey, Demgen & Moore Inc., Denver, Colorado], verifying the arithmetical accuracy of the computation of projected receipts for and of payments to retire the Notes; and

(14) [A policy of municipal bond insurance with respect to the Bonds that are insured by the Insurer;]

(15) [A certificate of the Insurer in form and substance satisfactory to Bond Counsel, County Counsel and the Underwriter;]

(16) [An opinion of counsel to the Insurer addressed to the District, the County and the Underwriter in form and substance satisfactory to Bond Counsel, County Counsel and the Underwriter;]

(17) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the purchase price thereof, the Underwriter will provide to the District: (i) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Bonds to the Underwriter and the satisfaction of all conditions and terms of this Bond Purchase Agreement by the District and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Bond Purchase Agreement are true and correct in all material respects; and (ii) the reoffering price certificate of the Underwriter in form satisfactory to Bond Counsel, as described in Section 4 and such other matters as Bond Counsel may request; and

(18) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the County, the District and the Paying Agent with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained, and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County and/or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. Conditions to Obligations of the County and the District. The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District and other than items to be executed by the Underwriter or their counsel.

14. Expenses. At the direction of the District, the Underwriter shall pay costs of issuance of the Bonds up to the amount of \$ _____, including but not limited to the following: (i) the costs of the preparation and reproduction of the Resolutions; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel and District Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for ratings, including all necessary expenses for travel relating to such ratings; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent; (vii) CUSIP Bureau registration fees and security depository fees, [(viii) the premium for the Insurance Policy;] and (ix) all other fees and expenses incident to the issuance and sale of the Bonds. Any such expenses which

exceed such amounts shall be paid by the District and may be paid from the proceeds of the Bonds. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, expenses for travel, the fees and expenses of counsel to the Underwriter, if any, and other expenses (except as provided above), shall be paid by the Underwriter.

15. **Notices.** Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the County of Riverside, Office of the Treasurer-Tax Collector, 4080 Lemon Street, 4th Floor, Riverside, California 92502, Attention: Treasurer-Tax Collector, if to the District, to the Alford Unified School District at 10365 Keller Avenue, Riverside Avenue, California 92505, or if to the Underwriter, in care of the Underwriter, 345 California St., Suite 2400, San Francisco, California 94104; Attention: Jeff Baratta.

16. **Severability.** In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. **Parties in Interest; Survival of Representations and Warranties.** This Bond Purchase Agreement when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

18. **Execution in Counterparts.** This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

19. **Applicable Law.** This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Very truly yours,

PIPER JAFFRAY & CO.

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

COUNTY OF RIVERSIDE

By: _____

ALVORD UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

EXHIBIT A

**ALVORD UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C**

MATURITY SCHEDULE

\$ _____ **Current Interest Bonds**

	\$ _____ Serial Bonds		
<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price or</u> <u>Yield</u>

† Yield to par call on August 1, 20__.

\$ _____ % Term Bonds due August 1, 20__ – Price or Yield _____ %

\$ _____ **Capital Appreciation Bonds**

<u>Maturity</u> <u>(August 1)</u>	<u>Initial Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Accreted Value</u> <u>at Maturity</u>	<u>Reoffering</u> <u>Yield</u>
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\$ _____ Convertible Capital Appreciation Bonds

<u>Maturity (August 1)</u>	<u>Initial Principal Amount</u>	<u>Interest Rate to Conversion Date</u>	<u>Conversion Date</u>	<u>Interest Rate from and after Conversion Date</u>	<u>Accreted Value at Conversion Date</u>	<u>Reoffering Yield</u>
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TERMS OF REDEMPTION

The Bonds are subject to redemption prior to their stated maturity dates as follows:

Optional Redemption. [The Current Interest Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective stated maturity dates. The Current Interest Bonds maturing on and after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Current Interest Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.]

[The Capital Appreciation Bonds maturing or before August 1, 20__, are not subject to redemption prior to their respective stated maturity dates. The Capital Appreciation Bonds maturing on and after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Capital Appreciation Bonds called for redemption plus accreted interest thereon to the date of redemption, without premium.]

[The Convertible Capital Appreciation Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective stated maturity dates. The Convertible Capital Appreciation Bonds maturing on and after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the stated accreted value at the Conversion Date of the Convertible Capital Appreciation Bonds called for redemption, together with interest accrued thereon from the last interest payment date for which interest has been paid to the date of redemption, without premium.]

Mandatory Sinking Fund Redemption. The \$_____ Term Current Interest Bonds maturing on August 1, 20__, are also subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed
---	------------------------------------

†

† Maturity.

The principal amount to be redeemed in each year shown above will be reduced proportionately, in integral multiples of \$5,000, by any portion of the Term Current Interest Bond optionally redeemed prior to the mandatory sinking fund redemption date.

[The Capital Appreciation Bonds shall not be subject to mandatory sinking fund redemption prior to their stated maturity dates.]

[The \$_____ Convertible Capital Appreciation Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective stated accreted value amounts at the Conversion Date thereof as set forth in the following schedule, at a redemption price equal to 100% of the accreted value amount to be redeemed (without premium), together with interest accrued thereon from the last interest payment date for which interest has been paid to the date fixed for redemption:]

Mandatory Sinking Fund Redemption Date (August 1)	Accreted Value Amounts to be Redeemed
---	---

†

† Maturity.

The stated accreted value amounts at the Conversion Date thereof to be redeemed in each year shown above will be reduced proportionately, in integral multiples of \$5,000, by any portion of such Convertible Capital Appreciation Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

EXHIBIT "B"

FORM OF CURRENT INTEREST BOND

STATE OF CALIFORNIA
REGISTERED
NO.

COUNTY OF RIVERSIDE
REGISTERED
\$

ALVORD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS,
2007 ELECTION, SERIES C
(Riverside County, California)

INTEREST RATE: _____% **MATURITY DATE:** August 1, 20__ **DATED AS OF:** _____, 20__ **CUSIP®:** _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Alvord Unified School District ("District") in Riverside County, California ("County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on _____ 1 and _____ 1 ("Bond Payment Dates"), commencing _____ 1, 20__ . This Bond will bear interest

from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before _____ 15, 20__, in which event it shall bear interest from _____, 20__. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, on one or more predecessor Bonds) is registered ("Registered Owner") on the Bond Register maintained by the Paying Agent, initially the Riverside County Treasurer's Office. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal is payable upon presentation and surrender of this Bond at the principal office of the Paying Agent in Los Angeles, California. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this Bond (or one or more predecessor bonds) as shown and at the address appearing on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date ("Record Date"). The Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Registered Owner be paid interest by wire transfer to the bank within the continental United States and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an aggregate amount of \$_____ of Bonds issued to be used for the acquisition and construction of school facilities to serve the Alvord Unified School District ("District") under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent (55%) favorable vote of the electors of the District obtained at an election held on November 6, 2007, upon the question of issuing Bonds in the amount of \$196,000,000, the resolution of the Board of Education of the District, adopted on February 10, 2011 ("District Resolution"), and the resolution of the Riverside County Board of Supervisors, adopted on _____, 2011 ("County Resolution"). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad*

valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Bonds of this issue.

The Bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, of which this bond is a part (each, a "Current Interest Bond"), (ii) Capital Appreciation Bonds of which \$_____ represents the principal amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$_____ represents the principal amount and \$_____ represents the Conversion Value.

The Bonds of this issue are issuable only as fully-registered bonds in the denominations of \$5,000 or any integral multiple thereof. This bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the County Resolution. Any tax or governmental charges shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

[The Current Interest Bonds maturing on or before _____ 1, 20__, are not subject to redemption prior to maturity. The Current Interest Bonds maturing on or after _____ 1, 20__, are subject to redemption at the option of the District, as a whole or in part by inverse order of maturity and by lot within each maturity, from any source of available funds, on _____ 1,

20__, or on any Bond Payment Date thereafter at the following prices, expressed as a percentage of the principal amount to be redeemed, plus accrued interest represented thereby to the redemption date:

<u>Redemption Dates</u>	<u>Redemption Price</u>
_____ 1, 20__ and _____ 1, 20__	_____ %
_____ 1, 20__ and thereafter	100.0%]

[THE FOLLOWING TO APPEAR ON THE FACE OF TERM BONDS, IF ANY:]

[The Bonds maturing on _____ 1, 20__, are subject to mandatory sinking fund redemption in part by lot, on September 1 of each year, commencing _____ 1, 20__, and on each _____ 1 thereafter in accordance with the schedule set forth below. The Bonds so called for mandatory sinking fund redemption shall be redeemed at the principal amount of such Bonds to be redeemed, plus accrued but unpaid interest, without premium.

<u>Redemption Year</u>	<u>Principal Amount</u>
_____	_____
_____	_____
_____	_____]

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall treat each

Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If less than all of the Bonds shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by lot in any manner which the District in its discretion shall determine.

The Paying Agent shall give notice of the Redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed; (b) the serial or registration numbers and CUSIP® numbers, if any, of the Bonds to be redeemed; (c) the date of notice and the date of redemption; (d) the place or places where the redemption will be made; and (e) descriptive information regarding the issue of Bonds and the specific bonds redeemed, including the dated date, interest rate and stated maturity date of each. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered Owner of the Bonds, or if the original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first-class mail, postage prepaid, to the District, the County and the respective Owners of any registered Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least thirty (30) or thirty-two (32) days, as applicable, but not more than sixty (60) days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds, nor entitle the Owner thereof to interest beyond the date given for redemption.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th business

day of the month next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The rights and obligations of the District and of the Registered Owners of the Bonds may be amended at any time, and in certain cases without the consent of the Registered Owners to the extent and upon the terms and conditions provided in the County Resolution.

The County Resolution contains provisions permitting the District to make provision for the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that the Bonds shall no longer be deemed to be outstanding under the terms of the County Resolution.

Reference is made to the County Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the County Resolution.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property

taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the County Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the County of Riverside, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairman of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk to the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

[SEAL]

RIVERSIDE COUNTY, CALIFORNIA

-EXHIBIT-

By: _____

Chairperson, Board of Supervisors

By:  _____

Treasurer and Tax Collector

COUNTERSIGNED:

-EXHIBIT-

By: _____

Clerk to the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the County Resolution referred to herein.

Date of Registration and Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, Paying Agent, as authenticating agent

-EXHIBIT-

By: _____

Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

(print/type name, address, zip code, tax identification or Social Security number of assignee) the within Bond and do(es) irrevocably constitute and appoint _____ attorney, to transfer the same on the registration books of the Paying Agent, with full power of substitution in the premises.

Date: _____

-EXHIBIT-

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

-EXHIBIT-

Signature must be guaranteed by an eligible guarantor institution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any

Bond issued is registered in the name of Cede and Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF LEGAL OPINIONS]

[Text of Opinions]

EXHIBIT "C"

FORM OF CAPITAL APPRECIATION BOND

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

REGISTERED

REGISTERED

NO.

\$

(MATURITY VALUE)

**ALVORD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS,
2007 ELECTION, SERIES C
(Riverside County, California)**

YIELD TO MATURITY: MATURITY DATE: DATE OF ISSUANCE: CUSIP®:

_____ % August 1, 20__ _____, 20__ _____

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

Alvord Unified School District ("District") in Riverside County, California ("County"),
for value received, promises to pay to the Registered Owner named above, or registered assigns,

the Maturity Value on the Maturity Date, each as stated above, which Maturity Value is comprised of the Denominational Amount specified above plus interest compounded from the Date of Issuance at the Yield to Maturity specified above, assuming that the sum of such compounded interest and the Denominational Amount hereof increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months (interest, together with the Denominational Amount hereof, being herein called the "Accreted Value"). Accreted Value is payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond is registered ("Registered Owner") on the Bond Register maintained by the Paying Agent, initially U.S. Bank National Association. Accreted Value is payable upon presentation and surrender of this Bond at the principal office of the Paying Agent in Riverside, California.

This Bond is one of a series of \$ _____ of Bonds issued for the acquisition and construction of school facilities to serve the Alvord Unified School District ("District") under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent (55%) favorable vote of the electors of the District obtained at an election held on November 6, 2007, upon the question of issuing bonds in the amount of \$196,000,000, the resolution of the Board of Education of the District adopted on February 10, 2011 ("District Resolution"), and the resolution of the Riverside County Board of Supervisors adopted on _____, 2011 ("County Resolution"). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Bonds of this issue.

The Bonds of this issue comprise (i) \$ _____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds, of which this Bond is a part, and of which \$ _____ represents the principal amount and \$ _____ represents the Maturity Value, and (iii) Convertible

Capital Appreciation Bonds, of which \$ _____ represents the principal amount and \$ _____ represents the Conversion Value.

The Bonds of this issue are issuable only as fully-registered bonds in the denominations of \$5,000 of Maturity Value or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the County Resolution. Any tax or governmental charges shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th business day of the month next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

[The Capital Appreciation Bonds are not subject to optional redemption prior to maturity.]

[Capital Appreciation Term Bonds maturing on _____ 1, 20___, are subject to mandatory redemption from monies in the Debt Service Fund prior to their stated maturity date, by lot, at

the Accreted Value thereof without premium on each _____ 1, in the years and in an amount equal to the aggregate Accreted Values set forth below:

(MANDATORY REDEMPTION TABLE)]

The rights and obligations of the District and of the Registered Owners of the Bonds may be amended at any time, and in certain cases without the consent of the Registered Owners to the extent and upon the terms and conditions provided in the County Resolution.

The County Resolution contains provisions permitting the District to make provision for the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that the Bonds shall no longer be deemed to be outstanding under the terms of the County Resolution.

Reference is made to the County Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the County Resolution.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property

taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the County Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the County of Riverside, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairman of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk to the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

[SEAL]

RIVERSIDE COUNTY, CALIFORNIA

-EXHIBIT-

By: _____

Chairperson, Board of Supervisors

-EXHIBIT-
By:  _____

Treasurer and Tax Collector

COUNTERSIGNED:

-EXHIBIT-

By: _____

Clerk to the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the County Resolution referred to herein.

Date of Registration and Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, Paying Agent, as authenticating agent

-EXHIBIT-

By: _____

Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

(print/type name, address, zip code, tax identification or Social Security number of assignee) the within Bond and do(es) irrevocably constitute and appoint _____ attorney, to transfer the same on the registration books of the Paying Agent, with full power of substitution in the premises.

Date: _____

-EXHIBIT-

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

-EXHIBIT-

Signature must be guaranteed by an eligible guarantor institution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any

Bond issued is registered in the name of Cede and Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF LEGAL OPINIONS]

[Text of Opinions]

EXHIBIT "D"

FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND

STATE OF CALIFORNIA
REGISTERED
NO.

COUNTY OF RIVERSIDE
REGISTERED
\$
(CONVERSION VALUE)

ALVORD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS,
2007 ELECTION, SERIES C
(Riverside County, California)

<u>ACCRETION RATE</u> <u>TO</u> <u>CONVERSION DATE</u>	<u>CONVERSION</u> <u>DATE</u>	<u>INTEREST RATE</u> <u>AFTER THE</u> <u>CONVERSION DATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DATED</u> <u>AS OF</u>	<u>CUSIP®</u>
_____ %	_____, 20__	_____ %	_____ 1, 20__	_____, 2011	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

CONVERSION VALUE:

Alvord Unified School District ("District") in Riverside County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or

registered assigns, the Conversion Value on the Maturity Date, each as stated above, such Conversion Value comprising the principal amount and interest accreted thereon to the Conversion Date. Prior to the Conversion Date, this bond will not bear current interest but will accrete interest, compounded on each _____ 1 and _____ 1, commencing _____ 1, _____, at the Accretion Rate specified above to the Conversion Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the principal amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. After the Conversion Date, the District promises to pay to the Registered Owner named above, interest on the Conversion Value from the Conversion Date until the Conversion Value is paid or provided for at the Interest Rate stated above, on _____ 1 and _____ 1 of each year ("Bond Payment Dates"), commencing _____ 1, 20___. This bond will bear such interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to the Bond Payment date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before _____ 15, 20__, in which event it will bear interest from the Conversion Date. Conversion Value and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered ("Registered Owner") on the register maintained by the Paying Agent, initially the Riverside County Treasurer's Office. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

This Bond is one of an aggregate amount of \$_____ of Bonds issued to be used for the acquisition and construction of school facilities to serve the Alvord Unified School District ("District") under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent (55%) favorable vote of the electors of the District obtained at an election held on November 6, 2007, upon the question of issuing Bonds in the amount of

\$196,000,000, the resolution of the Board of Education of the District, adopted on February 10, 2011 (“District Resolution”), and the resolution of the Riverside County Board of Supervisors adopted on _____, 2011 (“County Resolution”). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Bonds of this issue.

The Bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds of which \$_____ represents the principal amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which this bond is a part, and of which \$_____ represents the principal amount and \$_____ represents the Conversion Value.

This Bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the County Resolution) and in other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the County Resolution. Any tax or governmental charges shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th day of the month next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, [or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.]

The Convertible Capital Appreciation Bonds are subject to redemption prior to maturity.
[redemption provisions provided in final Purchase Agreement]

The rights and obligations of the District and of the Registered Owners of the Bonds may be amended at any time, and in certain cases without the consent of the Registered Owners to the extent and upon the terms and conditions provided in the County Resolution.

The County Resolution contains provisions permitting the District to make provision for the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that the Bonds shall no longer be deemed to be outstanding under the terms of the County Resolution.

Reference is made to the County Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the County Resolution.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds by the County in order to make them legal,

valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the County Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the County of Riverside, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chairman of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Clerk to the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

[SEAL]

RIVERSIDE COUNTY, CALIFORNIA

-EXHIBIT-

By: _____

Chairperson, Board of Supervisors

By:  _____

Treasurer and Tax Collector

COUNTERSIGNED:

-EXHIBIT-

By: _____

Clerk to the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the County Resolution referred to herein.

Date of Registration and Authentication: _____

U.S. BANK NATIONAL ASSOCIATION, Paying Agent, as authenticating agent

-EXHIBIT-

By: _____

Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

(print/type name, address, zip code, tax identification or Social Security number of assignee) the within Bond and do(es) irrevocably constitute and appoint _____ attorney, to transfer the same on the registration books of the Paying Agent, with full power of substitution in the premises.

Date: _____

-EXHIBIT-

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

-EXHIBIT-

Signature must be guaranteed by an eligible guarantor institution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any

Bond issued is registered in the name of Cede and Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF LEGAL OPINIONS]

[Text of Opinions]

RESOLUTION NO. 30

RESOLUTION OF THE BOARD OF EDUCATION OF THE ALVORD UNIFIED SCHOOL DISTRICT PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$20,000,000 PRINCIPAL AMOUNT OF ALVORD UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C; THE TERMS OF THE BONDS AND THEIR SALE; AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AUTHORIZING PREPARATION OF AN OFFICIAL STATEMENT FOR THE BONDS; AUTHORIZING EXECUTION OF CERTAIN DOCUMENTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AUTHORIZING RELATED ACTIONS

WHEREAS, the Alvord Unified School District (“District” or “School District”) is a public unified school district organized and operating within the County of Riverside (“County”) pursuant to the laws of the State of California (“State”), including, but not limited to, the California Education Code; and

WHEREAS, the issuance of not to exceed \$196,000,000 aggregate principal amount of general obligation bonds of the District was authorized (“Bond Authorization”) at an election duly called and regularly conducted within the District on November 6, 2007 (further identified as “Measure H”) (“Bond Election”), pursuant to the provisions of the “Safer Schools, Smaller Classes and Financial Accountability Act” (also known as “Proposition 39”), the California Constitution and related California law; and

WHEREAS, the results of the Bond Election were certified by this Board of Education of the District (“District Board”) by adoption of Resolution No. 22, adopted on January 17, 2008, pursuant to State law, which Resolution No. 22 was filed as required by State law; and

WHEREAS, the proceeds of general obligation bonds issued pursuant to the Bond Authorization are to be used to finance identified capital projects (as set out in District Resolution No. 6 which is incorporated herein by this reference) as approved by the voters in the Bond Election; and

WHEREAS, pursuant to the provisions of Proposition 39, the California Constitution and the Bond Authorization, the District may, pursuant to the provisions and requirements of California Government Code (“Government Code”) Section 53506 *et seq.*, and, as applicable, the provisions of Chapter 1 and Chapter 1.5 of Part 10 of Division 1 of Title 1 of the Education Code, proceed to borrow funds, which authorizes the District Board to issue general obligation bonds by way of a resolution and compliance with certain statutory requirements; and

WHEREAS, pursuant to the Bond Authorization and the provisions of the California Education Code, the District, pursuant to the provisions of District Resolution No. 34 and County Resolution No. 2008-190, has previously authorized and issued the Alvord Unified School District General Obligation Bonds, 2007 Election, Series A in the initial par amount of \$60,000,000, which general obligation bonds were issued as of May 1, 2008 (“Series A Bonds”); and

WHEREAS, pursuant to the Bond Authorization, the provisions of Education Code Section 15150 and related State law, the District previously authorized and issued the 2009 General Obligation Bond Anticipation Notes of the Alvord Unified School District (“2009 Notes”) in the initial principal amount of \$60,000,000 for the purpose of providing funds to finance the acquisition and construction of public educational facilities and projects as described in the Bond Authorization and including funded interest costs and costs of issuance of the 2009 Notes; and

WHEREAS, pursuant to the Bond Authorization and the provisions of the California Government Code, the California Education Code, District Resolution No. 17, adopted on November 18, 2010, and County Resolution No. 2010-317, adopted on November 30, 2010, the District, through the County, has previously authorized the Alvord Unified School District General Obligation Bonds, 2007 Election, Series B, in the initial par amount not to exceed \$40,000,000, (“Series B Bonds”), leaving not less than \$96,000,000 of bonds of the Bond Authorization authorized and unissued; and

WHEREAS, a portion of the proceeds of the Series B Bonds will be deposited and invested pursuant to an escrow agreement to pay and defease a portion of the outstanding 2009 Notes pursuant to their terms; and

WHEREAS, the 2009 Notes currently remain outstanding, and a portion of the 2009 Notes will remain outstanding following payment and defeasance from the proceeds of the Series B Bonds; and

WHEREAS, the provisions of documents and agreements providing for the issuance of the 2009 Notes require that such 2009 Notes be paid or defeased before the District may issue additional general obligation bonds under the Bond Authorization to fund additional public educational facilities and projects authorized under the Bond Authorization; and

WHEREAS, the applicable provisions of the Government Code and the Education Code authorizes the Board of Supervisors of the County (“County Board”) to borrow funds through the issuance of general obligation bonds in the name and for the benefit of the District pursuant to a resolution adopted by the District; and

WHEREAS, the District has determined that it is in the best interests of the District at this time to authorize the issuance of a portion of the authorized but unissued bonds of the Bond Authorization in the total principal amount of not-to-exceed Twenty Million Dollars (\$20,000,000) (“Bonds” or “Series C Bonds”) for the purposes described herein and requests the

County Board to offer the Series C Bonds for sale upon the terms and conditions set forth herein; and

WHEREAS, pursuant to the provisions of State law, the proceeds of the Series C Bonds will be used to pay, redeem and defease a portion of the outstanding 2009 Notes (including costs of issuance included as a portion of the 2009 Notes); and

WHEREAS, the District Board desires to make certain findings, and provide certain directives, with respect to the use of the proceeds of the Series C Bonds and the payment, redemption and defeasance of the 2009 Notes; and

WHEREAS, under the provisions of California law, unified school districts are authorized to incur a stated amount of bonded indebtedness through authorized general obligation bonds based on assessed value of property located within such unified school district's boundaries; and

WHEREAS, for various reasons, which have been presented to, and approved by, this District Board, the District has undertaken certain actions pursuant to State law to request and secure a waiver of the District's bonding capacity limitations in order to issue the Series C Bonds in an amount sufficient to pay and defease the remaining outstanding 2009 Notes; and

WHEREAS, the District Board desires to make certain findings, and provide certain directives, with respect to such bonding capacity waiver proceedings; and

WHEREAS, Proposition 39, and related California statutory provisions, require that the District comply with various accountability measures, as further described below, which the District has either previously complied with, is complying with or will comply with, during the course of issuing the Series C Bonds and/or expending the Series C Bond proceeds; and

WHEREAS, based upon documentation presented to the District Board, the District Board is prepared to make certain findings and determinations concerning the issuance and sale of the Series C Bonds and the levy of taxes to pay principal, accreted value and interest on the Series C Bonds, as applicable, pursuant to State law; and

WHEREAS, the District Board has previously retained Bowie, Arneson, Wiles & Giannone as Bond Counsel to the District ("Bond Counsel"), the Law Offices of Samuel Norber as Special Tax Counsel to the District ("Special Tax Counsel"), Orrick Herrington & Sutcliffe LLP, as Disclosure Counsel to the District ("Disclosure Counsel"), Dolinka Group, LLC as Financial Consultant to the District ("Financial Consultant") and Piper Jaffray & Co., as Underwriter ("Underwriter") in connection with the issuance and sale of the Series C Bonds; and

WHEREAS, the District Board desires that the Series C Bonds be sold by negotiated sale, through the County, pursuant to the provisions of the Government Code, specifically Section 53506 et seq., and, as applicable, the provisions of the Education Code, specifically Education Code Sections 15100 et seq., and 15266, and that the sale thereof may involve the purchase of a municipal bond insurance policy; and

WHEREAS, forms of the Bond Purchase Agreement, Continuing Disclosure Certificate and Escrow Agreement (each as defined and/or discussed herein) relating to the Series C Bonds have been prepared and are being concurrently presented to this District Board; and

WHEREAS, the District Board requests that the Auditor-Controller of the County levy on its 2011-2012 tax roll, and all subsequent tax rolls, as applicable, taxes to be levied against property within the boundaries of the District, in an amount sufficient to pay the principal and interest on the Series C Bonds; and

WHEREAS, subject to the findings, determinations and directives set forth herein, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including the Series C Bonds, is, or shall be at the time of issuance and sale of the Series C Bonds, within all limits prescribed by law; and

WHEREAS, based on the foregoing, the District Board has determined that it is appropriate to adopt this Resolution, including making certain findings and directing certain related actions, providing for the issuance and sale of the Series C Bonds.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE ALVORD UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Conditions Precedent. The District Board determines that all acts and conditions necessary to be performed by the District Board or to have been met precedent to and in the issuing and sale of the Series C Bonds in order to make them legal, valid and binding general obligations of the District secured by the levy of ad valorem taxes have been performed and have been met, or will at, or prior to, the time of delivery of the Series C Bonds have been performed and met, or shall have been performed and met, in regular and due form as required by law; that the County Board has the power and is obligated to levy ad valorem taxes for the payment of the Series C Bonds and the interest thereon without limitation as to rate or amount upon all property within the District subject to taxation (except for certain classes of personal property); and that no statutory or Constitutional limitation as to taxation will have been exceeded in the issuance of the Series C Bonds. The District Board hereby determines and directs that the Series C Bonds shall be issued in an amount which shall not exceed the statutory bonding capacity limits applicable to the District, subject to the District's waiver as further defined and described herein.

Section 3. Purpose of Bonds. The Series C Bonds of the District in the aggregate principal amount of not-to-exceed \$20,000,000 shall be offered for sale, the proceeds of which are to be used for the purpose of repaying a portion of the 2009 Notes subject to State law.

Section 4. Authority for Issuance of Bonds. That the Series C Bonds shall be issued and offered for sale by the County pursuant to and in accordance with the California Constitution, the provisions of Proposition 39, this Resolution, the Resolution of the County Board, Government Code Section 53506 et seq., and to the extent applicable, Education Code Sections 15100 et seq. and 15266.

Section 5. Request for Issuance of Bonds; Designation. The County Board is hereby authorized and directed to issue and sell an aggregate principal amount of not to exceed \$20,000,000 of Series C Bonds authorized at the aforementioned Bond Election to be designated as “**Alvord Unified School District General Obligation Bonds, 2007 Election, Series C**” or another designation as the Superintendent of the School District (“Superintendent”) or the Superintendent’s designee (as described herein) may approve. The resolution of the County Board providing for the issuance and sale of the Series C Bonds is in certain instances herein referred to as the “County Resolution.” The proceeds of the Series C Bonds shall be expended for the purposes set forth in the ballot submitted to the voters (Measure H) and approved in the Bond Election and as set forth herein and for authorized issuance costs as permitted by State law. The District Board hereby determines and directs that, pursuant to Education Code Sections 15100 *et seq.* and 15150, any premium generated from the sale of the Series C Bonds and not applied to pay costs of issuance of the Series C Bonds (as further described herein) may be used to pay interest costs of the outstanding 2009 Notes and costs of issuance of the 2009 Notes included within the initial par amount of the 2009 Notes. The Series C Bonds shall otherwise conform to the requirements set forth herein and in the County Resolution.

Section 6. Negotiated Sale. The County Board is hereby requested to issue the Series C Bonds to be sold at a negotiated sale in accordance with the terms and conditions, including provisions for the optional redemption of the Series C Bonds, in substantially the form set forth in the Bond Purchase Agreement (“Purchase Agreement”) by and among the County, District and the purchaser of the Series C Bonds (the Underwriter, as defined below), the form of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 7. Form of Purchase Agreement; Sale of Bonds; Delegation of Authority.

(a) The form of the Purchase Agreement is hereby approved. The Superintendent and such other officers of the District as may be authorized and designated by the District Board or Superintendent (each a “Designated Officer”) are, and each of them acting alone hereby is, authorized to execute and deliver, with the County Treasurer, to the Underwriter the Purchase Agreement on behalf of the District, with such changes therein as the Designated Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District and subject to the terms and conditions set forth in the County Resolution. Such approval shall be conclusively evidenced by such Designated Officer’s execution and delivery thereof. The Designated Officer, in consultation with the Underwriter, Bond Counsel, and the County Treasurer (“Treasurer”), is authorized and directed to establish or modify the terms of redemption of the Series C Bonds and establish the final principal amount of the Series C Bonds, provided, however, that such principal amount shall not exceed \$20,000,000. The Designated Officer is also authorized and directed to negotiate, in cooperation with the Treasurer, with the Underwriter the interest rates on the Series C Bonds, which interest rate(s)

shall not exceed the maximum rate permitted by law, and the Underwriter's discount shall not exceed one and one-quarter percent (1.25%) of the principal amount of the Series C Bonds plus any out-of-pocket expenses of the Underwriter to be reimbursed under the terms of the Underwriter's agreement with the District (exclusive of any original issue discount on the Series C Bonds, if any, which shall not exceed 5.00%). True interest cost for purposes of this Section means that nominal interest rate that, when compounded semiannually and used to discount the debt service payments on the Series C Bonds to the dated date(s) of the Series C Bonds, results in an amount equal to the purchase price of the Series C Bonds, excluding interest accrued to the date of delivery. For purposes of this calculation, the premium paid for the policy of municipal bond insurance, if any, shall be treated as interest paid on the Series C Bonds on the date of delivery. The term of the Series C Bonds shall be for not more than 40 years from the date of issuance.

(b) The Designated Officer is also authorized, in consultation with the County, the Underwriter and Bond Counsel, to elect to purchase a policy of bond insurance for the Series C Bonds to the extent such action is determined to be in the best interests of the District.

(c) The Series C Bonds may be issued and sold in full or in part as Current Interest Bonds, Capital Appreciation Bonds, and/or Convertible Capital Appreciation Bonds (each as further described in the County Resolution).

Section 8. Book-Entry Form. The Series C Bonds shall be initially issued in book-entry form, to be lodged with The Depository Trust Company ("DTC") in New York, New York, which shall be the registered owner of the Series C Bonds issued at the closing in the form of a single, certificated Bond for each maturity. The Designated Officer is hereby authorized to take all actions necessary or appropriate to facilitate such filing and lodgment. The Underwriter is requested to assist the District and the County in qualifying the Series C Bonds for deposit with DTC.

Section 9. Paying Agent. U.S. Bank National Association shall be the initial Paying Agent for the Series C Bonds, recognizing that any fees incurred therefore in the first year shall be paid from proceeds of the Series C Bonds and subsequent annual fees, if any, shall be paid out of the Debt Service Fund to be established for the Series C Bonds to the extent that there are funds remaining after payment of the principal and interest on the Series C Bonds in that year, and if such funds are insufficient, from the General Fund of the District. The Paying Agent may be replaced as and when determined by the District, subject to such terms and conditions as may be set out in the County Resolution.

Section 10. Collection of Taxes. Pursuant to Education Code Sections 15250 et seq. (or any successor sections thereto) the District, upon sale and delivery of the Series C Bonds, requests that the County Board take action to levy, or cause to be levied, on all the taxable property in the District, commencing with the 2011-2012 tax year, and subsequent tax years, as applicable, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series C Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Series C Bonds when due in accordance with the terms of the Series C Bonds and the County Resolution.

Section 11. Tax Covenants.

(a) The District, in order to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series C Bonds, hereby covenants to comply with each applicable requirements of Section 103 and Sections 141 through 150 of the Code, as set forth in the nonarbitrage (tax) certificate to be provided to the District by Bond Counsel, and executed by the District, on the date of initial delivery of the Series C Bonds and incorporated herein by this reference, as a source of guidance for compliance with such provisions.

(b) The District hereby covenants that it shall not, directly or indirectly, use or permit the use of any proceeds of any of the Series C Bonds, or of any of the property financed or refinanced with the proceeds of the Series C Bonds, or other funds of the District, or take or omit to take any action that would cause the Series C Bonds to be deemed "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the District shall comply with all requirements of Section 148 of the Code and all regulations of the United States Department of the Treasury promulgated under that section or any successor section to the extent that such requirements are in effect and applicable to the Series C Bonds.

(c) The District represents that it shall not take any action, or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Series C Bonds under Section 103 of the Code.

(d) The District shall at all times do and perform all other acts and things necessary or desirable and within its powers to assure, for the purposes of California personal and Federal income taxation, that the tax-exempt status of the interest paid on the Series C Bonds to the recipients thereof will be preserved.

Section 12. Expenditure of Bond Proceeds. The District hereby covenants to expend all Series C Bond proceeds in accordance with applicable law, including, but not limited to, Chapters 1 and 1.5 of Part 10 of Division 1 of Title 1 of the California Education Code of the State of California (commencing with Section 15100) and including Section 15150, as amended, and Article XIII A of the California Constitution.

Section 13. Preliminary Official Statement. The District Board hereby directs that a Preliminary Official Statement relating to the issuance and sale of the Series C Bonds shall be prepared by Disclosure Counsel. Upon preparation, such Preliminary Official Statement shall be presented to this District Board for review and consideration.

Section 14. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate (as defined below). Notwithstanding any other provisions of this Resolution, failure of the District to comply with the provisions of the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Series C Bonds; however, any underwriter or any holder or beneficial Owner of the Series C Bonds may take such actions as may be necessary and appropriate to compel performance therewith, including seeking mandate or specific performance by court order.

For purposes of this Section, "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Series C Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. A form of the Continuing Disclosure Certificate is attached hereto as Exhibit "B" and incorporated by reference herein. The Designated Officer(s) are hereby authorized to approve, execute and deliver the final form of the Continuing Disclosure Certificate with such changes, insertions and deletions as may be approved by the Designated Officer, Disclosure Counsel and Bond Counsel, which approval shall be conclusively evidenced by execution and delivery thereof.

Section 15. County Books and Accounts. The Treasurer and the County are requested to keep, or cause to be kept, proper books or record and accounts to record (i) the amount of taxes collected pursuant to Section 10 hereof, (ii) all deposits, expenditures and investment earnings on the funds and accounts set out in the County Resolution, and (iii) all transfers of funds for the payment of principal, interest or redemption premiums on the Series C Bonds. The Treasurer is requested to provide regular periodic statements of such accounts to the District.

Section 16. Waiver Proceedings; Findings; Determinations.

(a) The District Board has previously undertaken the following actions relative to requesting, and receiving, a State Board of Education ("SBE") general waiver ("Waiver") of the applicable bonding capacity limits otherwise applicable to the District and the general obligation bonds issued pursuant to the Authorization:

(1) The adoption of Resolution No. 10 by this District Board on October 7, 2010, which Resolution directed the notice and scheduling for a public hearing with respect to the proposed general waiver to be conducted on October 21, 2010, pursuant to the provisions of applicable State law;

(2) The publication, posting and provision of notice concerning the proposed general waiver and public hearing as required under applicable State law;

(3) The conducting of such public hearing at the noticed meeting of the District Board held on October 21, 2010, at which meeting a full and fair hearing was conducted and completed;

(4) The adoption of Resolution No. 13 by this District Board on October 21, 2010, authorizing and directing the submission of the Waiver request, and supporting information and documentation, to the SBE as required under applicable State law and SBE requirements; and

(5) Submission of such completed written Waiver request, and supporting information and documentation, to the SBE on or about October 22, 2010.

(b) In connection with the Waiver request and Waiver, the District Board finds and determines as follows:

(1) The actions by this District Board, District staff and consultants, as described above, are in conformance with applicable State law and requirements;

(2) Education Code Section 33050 grants to the SBE the authority to grant a general waiver to the District with respect to the general obligation bonding capacity limitations as set forth in Education Code Section 15106 and 15270;

(3) The Waiver duly came before the SBE on January 12, 2011, and was approved by such body on such date; and

(4) The Waiver approved by the SBE is valid and binding and may be relied upon by the District and the County as part of the authorization and issuance of general obligation bonds under the Bond Authorization, including the authorization and issuance of the Series C Bonds.

Section 17. Compliance with Proposition 39 Accountability Requirements. The District hereby determines that it has complied, or will comply, with the applicable requirements prescribed by Proposition 39, and related applicable State statutory provisions, as follows:

(a) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the net proceeds of the sale of the Series C Bonds not used to refinance the outstanding 2009 Notes (including costs of issuance and delivery of the Series C Bonds and the 2009 Notes) (“Bond Proceeds” or “Series C Bond Proceeds”), if any, shall be used only for the purposes specified in the list of specific school facilities projects set forth in Resolution No. 6 and approved by the voters in the Bond Election (“School Facilities Project List”) and not for any other purpose, including teacher and administrator salaries and any other school operating expenses.

(b) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the School Facilities Project List was made available to the public for review prior to and during the Bond Election, which included the District Board's evaluation of safety, class size reduction and information technology needs in developing the School Facilities Project List as set forth in Resolution No. 6.

(c) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the District Board shall conduct, or cause to be conducted, annual, independent performance audits to ensure that the proceeds of the 2009 Notes as refinanced with the Series C Bond Proceeds have been expended only on the school facilities projects identified in the School Facilities Project List.

(d) Pursuant to Section (1)(b)(3) of Article XIII A of the California Constitution, the District Board shall conduct, or cause to be conducted, annual, independent financial audits of the Bond Proceeds until all of the proceeds of the 2009 Notes as refinanced with the Series C

Bond Proceeds have been expended for the school facilities projects identified in the School Facilities Project List.

(e) Measure H and the matters submitted to the voters as part of the Bond Election included statements in compliance with Education Code Section 15272.

(f) The Measure H election results have been certified by the District Board pursuant to Resolution No. 6, and such resolution has been filed as required under Education Code Sections 15124 and 15274.

(g) Pursuant to Education Code Section 15278 et seq., the District Board has established its Citizens' Oversight Committee ("Committee") has appointed members thereto pursuant to the Citizens' Oversight Committee Policy and Regulations previously adopted by the District Board.

(h) Pursuant to Education Code Section 15268, based on estimates that assessed valuation will increase in accordance with Article XIII A of the California Constitution, the tax rate to be levied to meet the requirements of Section 18 of Article XVI of the California Constitution with regard to the then-outstanding Series A Bonds and the then-outstanding Series B Bonds in the collective will not exceed Sixty Dollars (\$60) per year per One Hundred Thousand Dollars (\$100,000) of taxable property. The District shall provide, or be provided, a certificate specifying the estimated tax rate, and confirming compliance with this statutory requirement, at the time the Series C Bonds are delivered.

Section 18. Compliance with State Law; Additional Reporting Requirements.

That pursuant to Government Code Section 53410, the District Board hereby finds, determines and directs as follows:

(a) The Series C Bond Proceeds shall be used to pay and redeem a portion of the outstanding 2009 Notes, the proceeds of which were used for the purposes set forth in the School Facilities Project List.

(b) One or more funds or accounts (which may include subaccounts), as further described herein and in the County Resolution, shall be created into which the Series C Bond Proceeds shall be deposited.

(c) The District's Superintendent, Controller and Director of Facilities Planning, or their designees, shall have the responsibility, no less often than annually, to provide to the District Board a written report which shall contain at least the following information:

(1) The amount of the 2009 Notes proceeds and Series C Bond Proceeds received and expended during the applicable reporting period; and

(2) The status of the acquisition, construction or financing of the school facility projects, as identified in the School Facilities Project List, with the Series C Bond Proceeds and 2009 Notes proceeds.

The report(s) required by this Section 18(c) may be combined with other periodic reports which include the same information, including, but not limited to, periodic reports made to the California Debt and Investment Advisory Commission (CDIAC), reports to the Citizen's Oversight Committee, continuing disclosure reports or other periodic reports made in connection with the Series C Bonds. The requirements of this Section 18(c) shall apply only until all the Series C Bonds are redeemed or defeased, but if the Series C Bonds, or any series of bonds, are refunded, such provisions shall apply until all such refunding bonds are redeemed or defeased.

Section 19. Additional Findings and Directives. Pursuant to Education Code Section 15146(b) and (c), the District Board hereby finds, determines and directs as follows:

(a) The Series C Bonds, if issued and sold, shall be sold by negotiated sale to the Underwriter as set forth in Sections 5, 6 and 7 of this Resolution and elsewhere herein and the provisions and terms of the County Resolution.

(b) The Series C Bonds shall be sold by negotiated sale inasmuch as: (i) such a sale to the Underwriter will allow the District to integrate the sale of the Series C Bonds with other public financings undertaken, or to be undertaken, by the District in order to finance and fund public school facilities, including, but not limited to, the payment and defeasance of the 2009 Notes; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; (iii) such a sale will allow the District to utilize the services of consultants at a lower cost than selecting, retaining and utilizing the services of consultants who are not familiar with the District, its financing needs and related matters; and (iv) such a sale will allow the District to control the timing of the sale of the Series C Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Series C Bonds to such market; and (v) such issuance and sale will allow for integration of the within-referenced validation action into the scheduling for the Series C Bonds.

(c) The District is represented by Piper Jaffray & Co., as its Underwriter, Bowie, Arneson, Wiles & Giannone as Bond Counsel to the District, The Law Offices of Samuel Norber as Special Tax Counsel, Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel and Dolinka Group, LLC, as Financial Consultant.

(d) The District Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and any such costs which the Underwriter agrees to pay pursuant to the Purchase Agreement, are set forth in Exhibit "C," attached hereto and incorporated herein by this reference. Such costs of issuance of the Series C Bonds include, but are not limited to, costs of bond insurance, Bond Counsel, Special Tax Counsel, Disclosure Counsel and Underwriter's Counsel fees and expenses, consultant fees and costs, financial consultant fees, rating agency fees, County costs, printing costs and related costs and expenses. Such figure is an estimate and shall not constrain or limit the District as to the issuance and sale of the Series C Bonds pursuant to the directives and conditions set forth herein. It is currently expected that the Series C Bonds will be sold to the market at a premium, with such premium being utilized, in part, to cover such costs of issuance such that the net amount available to pay

and redeem the 2009 Notes shall be substantially equal to, or greater than, the par amount of the Series C Bonds.

(e) The District Board hereby directs that following the sale of the Series C Bonds, the District Board shall be presented with the actual costs of sale, issuance and delivery costs of the Series C Bonds at the next occurring meeting of the District Board for which such information can be determined and presented in accordance with State law.

(f) The District Board hereby directs that following the sale and delivery of the Series C Bonds that an itemized summary of the costs of the sale, issuance and delivery costs of the Series C Bonds shall be provided to CDIAC. The District Board hereby determines that submission of such information as part of the filing of the Report of Final Sale for the Series C Bonds made to CDIAC pursuant to State law, including Government Code Section 8855, shall constitute compliance with the requirements of Education Code Section 15146(c)(2).

(g) The District Board hereby directs that as part of the authorization for issuance, sale, issuance and delivery of the Series C Bonds that all necessary filings with CDIAC shall be completed by the District staff and/or its consultants on behalf of the District. The District Board directs that confirmation of such filings shall be included in the transcript of agreements, resolutions, proceedings and documents prepared and delivered in connection with the authorization for issuance, sale, issuance and delivery of the Series C Bonds.

Section 20. Satisfaction of 2009 Notes. A portion of the proceeds of the Series C Bonds will be used to pay, redeem and defease a portion of the outstanding 2009 Notes, including interest due thereon and costs of issuance thereof, pursuant to their terms. The District Board hereby approves and authorizes the following actions in such regard:

(a) The Designated Officer is hereby authorized to retain and utilize the services of such consultants and professional services as are necessary or desirable to complete the payments, redemption and defeasance of the 2009 Notes including, but not limited to, Escrow Agent services and verification agent, as may be applicable, services. The costs of such services shall constitute costs of issuance of the Series C Bonds.

(b) The form of an Escrow Agreement for the defeasance of the 2009 Notes has been presented to this District Board and is hereby approved as to form. The Designated Officer(s) is hereby authorized to execute and deliver such Escrow Agreement in connection with the payment of the 2009 Notes.

(c) The District's staff, consultants and Designated Officer(s) are hereby authorized to take all actions necessary or desirable to complete the payment, redemption and defeasance of a portion of the 2009 Notes, including execution and delivery of necessary agreements, documents and certifications in connection therewith

Section 21. Directives as to Issuance Costs; Validation Action.

(a) The District Board hereby determines that the expenditure of premium generated from the sale of the Series C Bonds may be used to pay or recover costs of issuance, interest and carry costs of the 2009 Notes, which is an interim financing in connection with the issuance of the general obligation bonds which are part of the Bond Authorization. Such costs of issuance of the 2009 Notes include, but is not limited to, the Series C Bonds (as referenced herein), including, but not limited to: underwriting discount, credit enhancement, legal costs, printing and financial planning and consultant costs and interest and capitalized interest on the 2009 Notes, under the provisions of State law, including, but not limited to, Government Code Sections 53506 *et seq.* and Education Code Sections 15125(a) and 15150. Any such proceeds applied to the 2009 Notes shall be used to pay or prepay such costs on the closing date of the Series C Bonds or as soon thereafter as permitted by the terms of the 2009 Notes and related issuance documents and agreements, as applicable.

(b) The District Board incorporates the findings and determinations set forth in Sections 16 and 20 hereof.

(c) The District Board hereby authorizes District Bond Counsel, Bowie, Arneson, Wiles & Giannone, to file a validation action pursuant to Section 53511 of the Government Code and Section 860 *et seq.* of the California Code of Civil Procedure in order to validate: (i) the adoption of this Resolution and the findings and directives contained herein, (ii) the adoption of the County Resolution and the findings and directives contained therein, (iii) the actions of the District in applying for the Waiver, the issuance of the Waiver and the binding effect thereof, (iv) the validity of the Purchase Agreement when executed and delivered and (v) such other and related legal matters as Bond Counsel may determine and recommend. District Bond Counsel is hereby authorized to prepare, execute, file and submit any and all documents and pleadings necessary or desirable to complete the within-referenced validation action.

(d) The District Board hereby approves the filing of a validation action in a court of competent jurisdiction with the County of Riverside. The District Board hereby approves all costs of the District in such validation action as a valid expense and cost of issuing the Series C Bonds under the provisions of State law, including, but not limited to, Government Code Section 53506 *et seq.* and Education Code Sections 15125(a) and 15150.

(e) The District Board hereby acknowledges that the County shall also be represented in such validation action by Bond Counsel and hereby authorizes the Superintendent, President of the District Board, and their respective designees, to execute and deliver to Bond Counsel any necessary waiver(s) needed to consent to such joint representation with regard to such validation action.

(f) The District Board hereby determines and directs that the costs and expenses of the County in the issuance and delivery of the Series C Bonds, including, but not limited to, the costs and expenses of the within-referenced validation action, are valid expenses and costs of issuing the Series C Bonds under the provisions of State law, including, but not limited to, Government Code Sections 53506 *et seq.* and Education Code Sections 15125(a) and 15150, and

hereby directs that such County-incurred costs shall be the responsibility of the District and may be paid for from the Series C Bond proceeds or other available funds. The District, whether or not from Series C Bond proceeds, shall indemnify the County against any costs, expenses or attorneys' fees related to such validation action, including fees and costs that may be awarded to a party responding to the complaint in such validation action.

(g) The Superintendent, President of the District Board, Clerk of the District Board and their respective designees are hereby authorized, jointly and individually, to execute any document and to perform any acts necessary to pursue the above-referenced validation action.

Section 22. Approval of Actions. All actions heretofore taken by officers and agents of the District with respect to the sale and issuance of the Series C Bonds are hereby approved, confirmed and ratified. The President and Clerk of the District Board and the Designated Officer(s) are each authorized and directed in the name and on behalf of the District to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series C Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in case such officer shall be absent or unavailable. Any reference to the District's Superintendent herein shall include any appointed and acting Interim Superintendent of the District.

Section 23. Services for Issuance of the Series C Bonds. The Superintendent of the District is authorized and directed to contract for such other and further services, including legal, paying agent, financial and related professional services, as specified below, or as otherwise necessary so the District may proceed with, and complete, the proposed issuance and sale of the Series C Bonds as set forth herein.

Section 24. County Costs. That this District Board authorizes the payment to the County of out-of-pocket expenses and other costs incurred by the County in connection with the County's support of, and participation in, the issuance of the Series C Bonds.

Section 25. Other Actions. The President and Clerk of the Board, and the Designated Officers of the District, are authorized and directed to execute and deliver all documents and to take all actions necessary or desirable to cause or facilitate the issuance and delivery of the Series C Bonds.

Section 26. Partial Invalidity; Severability. If any one of the findings, determinations, directions, or portions thereof, provided in this Resolution on the part of the District to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreement or portions thereof and shall in no way affect the validity of this Resolution or of the Series C Bonds; but the Bond owners shall retain all rights and benefits accorded to them under any applicable provisions of law. The District

hereby declares that it would have entered into this Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Series C Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 27. Governing Law. This Resolution shall be construed and governed in accordance with the laws of the State of California.

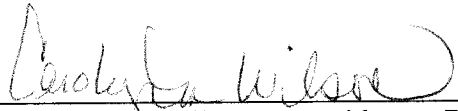
Section 28. Effective Date. This Resolution shall take effect immediately upon adoption.

Section 29. County Filing. The Clerk of the District Board is hereby directed to file, or cause to be filed, certified copies of this Resolution with the Clerk of the County Board and the Superintendent of Schools of the County.

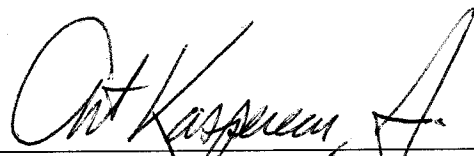
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ADOPTED, SIGNED AND APPROVED this 10th day of February, 2011, by the Board of Education of the Alvord Unified School District.

**BOARD OF EDUCATION OF THE ALVORD
UNIFIED SCHOOL DISTRICT**

By 
Carolyn M. Wilson, President, Board of
Education of the Alvord Unified School
District

ATTEST:

By 
Art Kaspereen, Jr., Clerk, Board of Education
for the Alvord Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

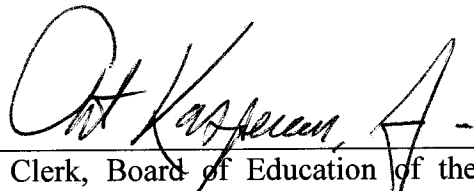
I, Art Kaspereen Jr., Clerk of the Board of Education of the Alvord Unified School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Education of the Alvord Unified School District at a meeting thereof held on the 10th day of February, 2011, at which meeting a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law, and that such Resolution was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By 
Clerk, Board of Education of the Alvord
Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I, Art Kaspereen Jr., Clerk of the Board of Education of the Alvord Unified School District, do hereby certify that the foregoing is a true and correct copy of Resolution No. 30, which was duly adopted by the Board of Education of the Alvord Unified School District at a meeting thereof held on the 10th day of February, 2011.

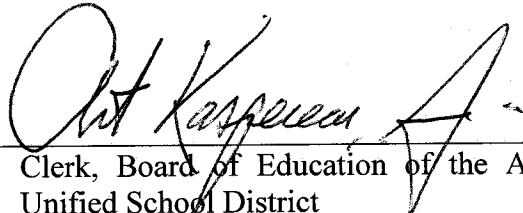
By  _____
Clerk, Board of Education of the Alvord
Unified School District

EXHIBIT "A"

FORM OF BOND PURCHASE AGREEMENT

**ALVORD UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C**

BOND PURCHASE AGREEMENT

_____, 2011

County of Riverside Treasurer-Tax Collector
4080 Lemon Street, 4th Floor
Riverside, California 92502

Alvord Unified School District
10365 Keller Avenue
Riverside, California 92505

The undersigned, Piper Jaffray & Co. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the County of Riverside, California (the "County") and the Alvord Unified School District (the "District") which, upon the acceptance hereof, will be binding upon the County, the District and the Underwriter. By execution of this Bond Purchase Agreement, the County and the District acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding on the County and the District, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the County and the District and delivery of such acceptance to us at or prior to 11:59 p.m., California time, on the date hereof.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the County for reoffering to the public and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of the \$ _____ aggregate initial principal amount of the Alvord Unified School District General Obligation Bonds, 2007 Election, Series C (the "Bonds").

The Bonds shall consist of \$ _____ aggregate principal amount of current interest bonds (the "Current Interest Bonds"), \$ _____ aggregate initial principal amount of capital appreciation bonds (the "Capital Appreciation Bonds") and \$ _____ aggregate initial principal amount of convertible capital appreciation bonds (the "Convertible Capital Appreciation Bonds"). The Bonds shall bear or accrete interest at the rates and shall mature on the dates and in the years shown on Exhibit A hereto, which is incorporated herein by this reference. The Current Interest Bonds shall bear interest from the date thereof and such interest shall be payable on each February 1 and August 1, commencing _____ 1, 20___. The Capital Appreciation Bonds shall accrete interest from their date, compounded semiannually on February 1 and August 1, commencing on

_____, 1, 20____, and shall be paid at maturity as shown in Exhibit A hereto. The Convertible Capital Appreciation Bonds shall accrete interest from their date, compounded semiannually on February 1 and August 1, commencing on _____ 1, 20____, to the applicable conversion date thereof (the "Conversion Date"). From and after the Conversion Date thereof, each Convertible Capital Appreciation Bond shall bear interest from such Conversion Date and such interest shall be payable on each February 1 and August 1, commencing on the February 1 or August 1 immediately following such Conversion Date. The stated value of each Convertible Capital Appreciation Bond at the Conversion Date thereof shall be paid at maturity as shown in Exhibit A hereto.

The Underwriter shall purchase the Bonds at a price of \$ _____ (which is equal to the sum of \$ _____, the initial principal amount of the Bonds plus \$ _____, the amount of remaining net original issue premium), in immediately available funds by check, draft or wire transfer to or upon the order of the County on behalf of the District. The Underwriter's discount of \$ _____ on the Bonds does not exceed ____% of the principal amount of the Bonds (excluding costs of issuance to be paid by the Underwriter pursuant to Section 14 hereof with respect to the Bonds). The true interest cost for the Bonds is _____%.

2. **The Bonds.** The Current Interest Bonds shall be dated their date of delivery, shall bear interest at the rates and shall mature on August 1 in the years and be subject to redemption all as shown on Exhibit A hereto. The Capital Appreciation Bonds shall be dated their date of delivery, shall accrete interest at the rates and shall mature on August 1 in the years and be subject to redemption all as shown on Exhibit A hereto. The Convertible Capital Appreciation Bonds shall be dated their date of delivery, shall accrete interest to their Conversion Dates at the rates, shall bear interest from and after their Conversion Dates at the rates, shall convert to current interest bonds on the Conversion Dates and shall mature on August 1 in the years and be subject to optional and mandatory redemption all as shown on Exhibit A hereto.

The Bonds shall be issued and secured pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Government Code") and Article XIII A of the California Constitution and pursuant to, and shall otherwise be as described in, resolutions of the Board of Education of the District (the "Board of Education") adopted on _____, 2011 (the "District Resolution"), and of the Board of Supervisors of the County (the "Board of Supervisors") adopted _____, 20____ (the "County Resolution" and, collectively with the District Resolution, the "Resolutions"), which provide for the terms of the Bonds and designate U.S. Bank National Association, as initial paying agent therefor (the "Paying Agent"), and this Bond Purchase Agreement. The Bonds were authorized under and pursuant to a bond authorization approved by more than fifty-five percent (55%) of the voters of the District voting at an election held on November 6, 2007 (the "Election") approving an amount not more than \$196,000,000 million of general obligation bonds of the District to be used to finance specific construction, repair and improvement projects as further described in the Preliminary Official Statement (defined below). Capitalized terms used herein and not defined herein shall have the meanings set forth in the County Resolution.

Proceeds from the Bonds will be used (a) to defease and pay a portion of the 2009 General Obligation Bond Anticipation Notes of the Alvord Unified School District in the aggregate principal amount of \$ _____ (the "Notes"), (b) [to pay capitalized interest on the Bonds], and (c) to pay

costs of issuance of the Bonds. In connection with the defeasance of the Notes, the District and U.S. Bank National Association, as escrow bank (the "Escrow Bank") will enter into the Escrow Agreement, dated as of _____ 1, 2011 (the "Escrow Agreement").

The Bonds will be substantially in the form described in the County Resolution and shall be executed and delivered under and in accordance with the provisions of this Bond Purchase Agreement and the Resolutions. The Bonds shall be in definitive form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC").

[The payment of principal of and interest and compounded interest (but not any redemption premium) on the Bonds as specified in Exhibit A hereto will be secured by a municipal bond insurance policy (the "Insurance Policy") to be issued simultaneously with the issuance of the Bonds by _____ (the "Insurer").]

3. Use of Documents. The District and the County hereby authorize the Underwriter to use, in connection with the offering and sale of the Bonds, this Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate (defined below), a Preliminary Official Statement (defined below), and an Official Statement (defined below), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Bond Purchase Agreement.

4. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in Exhibit A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds; provided, however, that the Underwriter shall not change the interest rates set forth in Exhibit A hereto. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

Prior to Closing, as a condition to delivery of the Bonds, the Underwriter shall be required to provide to the District initial offering price information in form and substance as Bond Counsel (defined below) may require for purposes of determining the yield on the Bonds.

5. Review of Official Statement. (a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 20__ (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "Preliminary Official Statement"). The District represents that it deems the Preliminary Official Statement to be final as of its date, except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"). By the execution of this Bond Purchase Agreement, the County and the District ratify the use by the Underwriter of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

(b) The Underwriter agrees to file the Official Statement with the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system.

(c) References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

6. **Closing.** At 8:00 a.m., California time, on _____, 2011, or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the “Closing” or “Closing Date”), the District will direct the Paying Agent to deliver to the Underwriter, through the facilities of DTC in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed, together with the other documents hereinafter mentioned. Upon fulfillment of all conditions to Closing herein, the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds (by wire transfer or such other manner of payment as the Underwriter and the Auditor-Controller-Treasurer-Tax Collector of the County, following the direction of the District, shall reasonably agree upon) to the order of the County.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) The District is a school district duly organized and validly existing under the laws of the State of California (the “State”), with the power to issue the Bonds pursuant to the California Constitution and the Government Code;

(b) (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Bond Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, to adopt the District Resolution, to issue and to deliver the Bonds, to perform its obligations under each such document or instrument and to carry out and effectuate the transactions contemplated by this Bond Purchase Agreement and the District Resolution; (iii) the execution and delivery or adoption of and the performance by the District of the obligations represented by, the Bonds, the District Resolution, the County Resolution, the Continuing Disclosure Certificate, the Escrow Agreement and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) each of this Bond Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate constitutes a valid and legally binding obligation of the District, enforceable against the District in accordance with its terms; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement;

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(d) The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds;

(e) As of the time of acceptance hereof and as of the time of the Closing, the District is not and will not be, in any manner which would adversely affect the transactions contemplated hereby and by the Resolutions, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would adversely affect the transactions contemplated hereby and by the Resolutions, a default or event of default under any such instrument; and, as of such times, to the best knowledge of the District, the issuance of the Bonds, the execution, delivery and performance of this Bond Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, the District Resolution and the Bonds and the compliance with the provisions hereof and of the County Resolution do not conflict with or constitute on the part of the District a violation of, or material default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Bonds, this Bond Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Certificate or the Resolutions or contesting the powers of the District or its authority with respect to the Bonds, the Resolutions, this Bond Purchase Agreement, the Escrow Agreement or the Continuing

Disclosure Certificate; (iii) contesting the completeness or accuracy of the Preliminary Official Statement; or (iv) in which a final adverse decision could (a) result in any material adverse impact on the financial condition of the District, (b) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Bond Purchase Agreement or the Resolutions, (c) declare this Bond Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Certificate to be invalid or unenforceable in whole or in material part, or (d) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation;

(g) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon;

(h) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain, and up to and including the Closing will contain, no material misstatement of any material fact and do not, and up to and including the Closing will not, omit any statement necessary to make the statements contained therein, in light of the circumstances in which such statements were made, not misleading. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(i) To assist the Underwriter in complying with the Rule, the District will undertake, pursuant to the District Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events; the District has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events. A form of this undertaking is set forth as an appendix to the Preliminary Official Statement and will also be set forth as an appendix to the Official Statement;

(j) Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein;

(k) Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowing as may be described in or contemplated by the Official Statement;

(l) Preparation and distribution of the Official Statement pertaining to the Bonds have been duly authorized by the District, and the information contained therein (excluding the statements and information in Appendix H – “BOOK-ENTRY ONLY SYSTEM,” [any information relating to the Insurer or the Insurance Policy] and any information provided by the Underwriter for inclusion in the Official Statement) is true and correct in all material

respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation and warranty is made concerning statements and information in Appendix H – “BOOK-ENTRY ONLY SYSTEM,” [any information relating to the Insurer or the Insurance Policy] and any information provided by the Underwriter for inclusion in the final Official Statement; and

(m) The District agrees that if at any time before the Closing Date, any event occurs as a result of which the Official Statement as then in effect would include any untrue statement of a material fact or omit to state any fact necessary to make the statements made therein not misleading in any material respect, the District shall promptly prepare an amendment or supplement that will correct such statement or omission. The District will advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and will effect such amendment or supplement in a form and manner approved by the Underwriter.

8. Representations, Warranties and Agreements of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) The County has the power under the laws of the State to issue the Bonds in the name and on behalf of the District pursuant to the applicable provisions of the California Constitution and the Government Code;

(b) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Bond Purchase Agreement, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter in the name and on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions applicable to the County contemplated by this Bond Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of its obligations represented by the Bonds, the County Resolution and this Bond Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing and the County Resolution shall not have been modified, amended, rescinded or revoked and is in full force and effect on the date hereof and on the date of the Closing; (iv) this Bond Purchase Agreement constitutes a valid and legally binding obligation of the County, enforceable against the County in accordance with its terms; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Bond Purchase Agreement;

(c) To the best knowledge of the County, no authorization, approval, consent or other order of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the County of this Bond Purchase Agreement or the consummation by the County of the other transactions contemplated by such agreement (provided that no representation or warranty

need be given as to any action required of the District or under state securities or blue sky laws in connection with the purchase or distribution of the Bonds by the Underwriter);

(d) To the best knowledge of the County, no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any California governmental agency is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(e) To the best knowledge of the County, the issuance of the Bonds, the execution, delivery and performance of this Bond Purchase Agreement, the County Resolution and the Bonds, and the compliance with the provisions hereof applicable to the County do not conflict with or constitute on the part of the County a material violation of, or material default under, the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or resolution to which the County is bound and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party;

(f) The County is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party, which breach or default would materially adversely affect the County's ability to enter into or perform its obligations under this Bond Purchase Agreement;

(g) As of the time of acceptance hereof, to the best knowledge of the County, no action, suit, proceeding, hearing or investigation is pending in which service of process has been completed against the County or threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or directly contesting or affecting the validity or enforceability of the Bonds, this Bond Purchase Agreement or the County Resolution or contesting the powers of the County or its authority with respect to the Bonds, the County Resolution or this Bond Purchase Agreement; or (iii) in which a final adverse decision would declare this Bond Purchase Agreement to be invalid or unenforceable in whole or in material part;

(h) Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money; and

(i) Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

9. **Representations and Agreements of the Underwriter.** The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Bond Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it.

(b) The Underwriter is in compliance with Rule G-37 of the MSRB with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship within the meaning of California Government Code Section 53590(c).

(d) The Underwriter has reasonably determined that the District's undertaking pursuant to Section 7(i) hereof to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with Rule 15c2-12.

10. **Covenants of the County and the District.** The County and the District respectively covenant and agree with the Underwriter that:

(a) The County and the District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District and the County shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Bond Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB; provided, however, that the failure of the District to comply with this requirement

due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds; and

(c) Each party hereto agrees that it will notify the other parties hereto if, within the period from the date of this Bond Purchase Agreement to and including the date which is 25 days following the End of the Underwriting Period (as hereinafter defined), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If, in the written opinion of the District or counsel to the Underwriter, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the County, the District or the Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District will, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriter in such numbers as the Underwriter may reasonably request. The District and the Underwriter agree that they will cooperate in the preparation of any such amendment or supplement. As used herein, the term "End of the Underwriting Period" means the later of such time as (i) the County delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the End of the Underwriting Period.

11. Division of Responsibility Between District and County. It is specifically acknowledged and agreed by and between the District and the County that the County shall have no responsibility or liability to ensure or provide compliance with those provisions of this Bond Purchase Agreement which are to be performed solely by the District.

12. Conditions to Closing. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the County and the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(a) The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and

as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by each of them, respectively, in this Bond Purchase Agreement;

(b) At the time of the Closing, (i) the Official Statement, the Continuing Disclosure Certificate, the Escrow Agreement, this Bond Purchase Agreement, the District Resolution and the County Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the parties hereto; (ii) all actions under the Government Code and other applicable laws which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the County and the District shall perform or have performed all of their respective obligations required under or specified in the District Resolution, the County Resolution, the Continuing Disclosure Certificate, the Escrow Agreement and the Official Statement to be performed at or prior to the Closing;

(c) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Bond Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, is pending (in which service of process has been completed against the County or the District) or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds or the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Escrow Agreement, or (C) in any way contesting the existence or powers of the County or the District, or contesting in any way the completeness or accuracy of the Official Statement;

(d) Between the date hereof and the Closing, the investment quality, the marketability or the market price of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:

(1) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of

interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, 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, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading of any rating or credit outlook of the District's outstanding indebtedness by a national rating agency; or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits 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) At or prior to the date of the Closing, the Underwriter shall have received the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) An approving opinion of Bowie, Arneson, Wiles & Giannone (“Bond Counsel”), substantially in the form attached as Appendix C to the Official Statement, dated the Closing Date and addressed to the County and the District;

(2) A reliance letter from Bond Counsel to the effect that the Underwriter [and the Insurer] may rely upon the approving opinion described in subsection (e)(1) above;

(3) A certificate, signed by an appropriate official of the District, to the effect that (i) such official is authorized to execute this Bond Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the District Resolution, the County Resolution, this Bond Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement to be complied with by the District prior to or concurrently with the Closing, (iv) to the best of such official’s knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, or the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Escrow Agreement, or (C) in any way contesting the existence or powers of the District, (v) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (vi) each of the conditions listed in Section 12 of this Bond Purchase Agreement has been satisfied on the date hereof and the District is not aware of any other condition of this Bond Purchase Agreement that has not been satisfied on the date hereof, (vii) the Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution and this Bond Purchase Agreement, and (viii) no consent of any party is required for inclusion of the District’s audited financial statements for fiscal year ended June 30, 2008, in the Official Statement;

(4) The opinion of Orrick, Herrington & Sutcliffe LLP, as disclosure counsel to the District, addressed to the District and the Underwriter, dated the Closing Date, to the effect that, based on such counsel’s participation in conferences with representatives of the Underwriter, the District, the County, the Paying Agent, [the Insurer,] their respective counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed (but with no inquiry made of other attorneys in such counsel’s firm not working directly on the

issuance of the Bonds who may have information material to the issue), and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that, during the course of its engagement as disclosure counsel no facts came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any CUSIP numbers, financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, any information about feasibility valuation, appraisals, absorption, real estate or environmental matters, or any information about litigation, Appendices B, C, D, E, F, G, H, I and J, or any information about [the Insurer, the Insurance Policy,] book-entry or DTC, included or referred to therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) The Continuing Disclosure Certificate signed by an appropriate official of the District substantially in the form appended to the Official Statement and the Escrow Agreement executed and delivered by the District and the Escrow Bank;

(6) A certificate signed by appropriate officials of the County to the effect that (i) such officials are authorized to execute and to approve this Bond Purchase Agreement, (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing, (iii) the County has complied with all the terms of the County Resolution and this Bond Purchase Agreement to be complied with by the County prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the information contained in the Official Statement in Appendix F – "SUMMARY OF COUNTY OF RIVERSIDE INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF INVESTMENT POOL" and in Appendix G – "COUNTY INVESTMENT POLICY" and on such basis certifies that the information contained in the Official Statement in Appendix F – "SUMMARY OF COUNTY OF RIVERSIDE INVESTMENT POLICIES AND PRACTICES AND DESCRIPTION OF INVESTMENT POOL" and in Appendix G – "COUNTY INVESTMENT POLICY" does not contain any untrue statement of a material fact concerning the County required to be stated therein or omit to state a material fact necessary to make the statements concerning the County therein, in the light of the circumstances in which they were made, not misleading; and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Bond Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution and this Bond Purchase Agreement;

(7) A tax certificate of the District in form satisfactory to Bond Counsel;

(8) Evidence satisfactory to the Underwriter that the Bonds shall have been rated at “___” by [Moody’s Investors Service] and “___” by [Standard & Poor’s Ratings Services] (or such other equivalent rating as such rating agency may give) and that such rating has not been revoked or downgraded;

(9) The opinion of County Counsel for the County of Riverside, as counsel to the County, addressed to the Underwriter, dated the Closing Date and in a form reasonably satisfactory to the Underwriter;

(10) A certificate, together with a fully executed copy of the District Resolution, of the Clerk of the Board of Education to the effect that:

(i) such copy is a true and correct copy of the District Resolution;
and

(ii) the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(11) An original adopted County Resolution or a certificate, together with fully executed copies of the County Resolution, of the Clerk of the Board of Supervisors to the effect that:

(i) such copy is a true and correct copy of the District Resolution;
and

(ii) the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(12) Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;

(13) A report by [Causey, Demgen & Moore Inc., Denver, Colorado], verifying the arithmetical accuracy of the computation of projected receipts for and of payments to retire the Notes; and

(14) [A policy of municipal bond insurance with respect to the Bonds that are insured by the Insurer;]

(15) [A certificate of the Insurer in form and substance satisfactory to Bond Counsel, County Counsel and the Underwriter;]

(16) [An opinion of counsel to the Insurer addressed to the District, the County and the Underwriter in form and substance satisfactory to Bond Counsel, County Counsel and the Underwriter;]

(17) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the purchase price thereof, the Underwriter will provide to the District: (i) the receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, confirming delivery of the Bonds to the Underwriter and the satisfaction of all conditions and terms of this Bond Purchase Agreement by the District and confirming to the District that as of the Closing Date all of the representations of the Underwriter contained in this Bond Purchase Agreement are true and correct in all material respects; and (ii) the reoffering price certificate of the Underwriter in form satisfactory to Bond Counsel, as described in Section 4 and such other matters as Bond Counsel may request; and

(18) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the County, the District and the Paying Agent with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained, and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County and/or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County and the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. Conditions to Obligations of the County and the District. The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District and other than items to be executed by the Underwriter or their counsel.

14. Expenses. At the direction of the District, the Underwriter shall pay costs of issuance of the Bonds up to the amount of \$ _____, including but not limited to the following: (i) the costs of the preparation and reproduction of the Resolutions; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel and District Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for ratings, including all necessary expenses for travel relating to such ratings; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent; (vii) CUSIP Bureau registration fees and security depository fees, [(viii) the premium for the Insurance Policy;] and (ix) all other fees and expenses incident to the issuance and sale of the Bonds. Any such expenses which

exceed such amounts shall be paid by the District and may be paid from the proceeds of the Bonds. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, expenses for travel, the fees and expenses of counsel to the Underwriter, if any, and other expenses (except as provided above), shall be paid by the Underwriter.

15. Notices. Any notice or other communication to be given under this Bond Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the County of Riverside, Office of the Treasurer-Tax Collector, 4080 Lemon Street, 4th Floor, Riverside, California 92502, Attention: Treasurer-Tax Collector, if to the District, to the Alford Unified School District at 10365 Keller Avenue, Riverside Avenue, California 92505, or if to the Underwriter, in care of the Underwriter, 345 California St., Suite 2400, San Francisco, California 94104; Attention: Jeff Baratta.

16. Severability. In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. This Bond Purchase Agreement is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Bond Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Bond Purchase Agreement.

18. Execution in Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

19. **Applicable Law.** This Bond Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State applicable to contracts made and performed in such State.

Very truly yours,

PIPER JAFFRAY & CO.

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

COUNTY OF RIVERSIDE

By: _____

ALVORD UNIFIED SCHOOL DISTRICT

By: Wendell W. Taylor
Superintendent 2-11-11

EXHIBIT A

**ALVORD UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C**

MATURITY SCHEDULE

\$ _____ **Current Interest Bonds**

\$ _____ **Serial Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>
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† Yield to par call on August 1, 20__.

\$ _____ % Term Bonds due August 1, 20__ – Price or Yield _____ %

\$ _____ **Capital Appreciation Bonds**

<u>Maturity (August 1)</u>	<u>Initial Principal Amount</u>	<u>Interest Rate</u>	<u>Accreted Value at Maturity</u>	<u>Reoffering Yield</u>
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\$ _____ **Convertible Capital Appreciation Bonds**

<u>Maturity</u> (August 1)	<u>Initial Principal</u> <u>Amount</u>	<u>Interest Rate</u> <u>to Conversion</u> <u>Date</u>	<u>Conversion</u> <u>Date</u>	<u>Interest Rate</u> <u>from and after</u> <u>Conversion</u> <u>Date</u>	<u>Accreted</u> <u>Value at</u> <u>Conversion</u> <u>Date</u>	<u>Reoffering</u> <u>Yield</u>
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TERMS OF REDEMPTION

The Bonds are subject to redemption prior to their stated maturity dates as follows:

Optional Redemption. [The Current Interest Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective stated maturity dates. The Current Interest Bonds maturing on and after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Current Interest Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.]

[The Capital Appreciation Bonds maturing or before August 1, 20__, are not subject to redemption prior to their respective stated maturity dates. The Capital Appreciation Bonds maturing on and after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Capital Appreciation Bonds called for redemption plus accreted interest thereon to the date of redemption, without premium.]

[The Convertible Capital Appreciation Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective stated maturity dates. The Convertible Capital Appreciation Bonds maturing on and after August 1, 20__, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at a redemption price equal to the stated accreted value at the Conversion Date of the Convertible Capital Appreciation Bonds called for redemption, together with interest accrued thereon from the last interest payment date for which interest has been paid to the date of redemption, without premium.]

Mandatory Sinking Fund Redemption. The \$_____ Term Current Interest Bonds maturing on August 1, 20___, are also subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed
---	------------------------------------

†

† Maturity.

The principal amount to be redeemed in each year shown above will be reduced proportionately, in integral multiples of \$5,000, by any portion of the Term Current Interest Bond optionally redeemed prior to the mandatory sinking fund redemption date.

[The Capital Appreciation Bonds shall not be subject to mandatory sinking fund redemption prior to their stated maturity dates.]

[The \$_____ Convertible Capital Appreciation Bonds maturing on August 1, 20___, are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective stated accreted value amounts at the Conversion Date thereof as set forth in the following schedule, at a redemption price equal to 100% of the accreted value amount to be redeemed (without premium), together with interest accrued thereon from the last interest payment date for which interest has been paid to the date fixed for redemption:]

Mandatory Sinking Fund Redemption Date (August 1)	Accreted Value Amounts to be Redeemed
---	---

†

† Maturity.

The stated accreted value amounts at the Conversion Date thereof to be redeemed in each year shown above will be reduced proportionately, in integral multiples of \$5,000, by any portion of such Convertible Capital Appreciation Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

EXHIBIT "B"

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate"), dated _____, 2011, is executed and delivered by the Alvord Unified School District (the "District") in connection with the issuance of \$_____ aggregate principal amount of Alvord Unified School District General Obligation Bonds, 2007 Election, Series C (the "Bonds"). The Bonds are being issued pursuant to a resolution (the "County Resolution") adopted by the Board of Supervisors of the County of Riverside (the "County") on _____, 2011, at the request of the Board of Education of the District by its resolution adopted on _____, 2011. The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the County Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

"Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" means Dolinka Group, LLC, acting in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) or (b) hereof.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

"Official Statement" means the Official Statement, dated _____, 2011, relating to the Bonds.

"Owner" means the person in whose name any Bond shall be registered.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports. (a) The District shall, or shall cause the Dissemination Agent to, not later than eight months after the end of the District’s fiscal year (which due date shall be April 1 of each year, so long as the fiscal year ends on June 30), commencing with the report for the 2011-2012 Fiscal Year (which is due not later than April 1, 2012), provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 hereof; provided, however, that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall, or it shall instruct the Dissemination Agent to, give notice of such change in a filing with the MSRB.

(b) If the District is unable to file, or cause the Dissemination Agent to file, an Annual Report with the MSRB by the date required in subsection (a) of this Section, the District shall, in a timely manner, file or cause to be filed with the MSRB, a notice in substantially the form attached as Exhibit A.

(c) Not later than 15 business days prior to the date specified in subsection (a), the District shall provide the Annual Report to the Dissemination Agent (if other than the District). The Dissemination Agent shall:

(i) (if the Dissemination Agent is other than the District), file any Annual Report received by it with the MSRB, as provided herein; and

(ii) (if the Dissemination Agent is other than the District), file a report with the District certifying that the Annual Report has been filed with the MSRB pursuant to this Disclosure Certificate, stating the date it was so filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or include by reference the following:

(a) Audited financial statements of the District for the preceding fiscal year, prepared in accordance with the laws of the State of California and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the District’s audited financial statements are not available by the time the Annual Report is required to be filed with the MSRB pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed with the MSRB in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the District, the Annual Report shall also include the following:

(i) Adopted budget of the District for the current fiscal year or a summary thereof, including any interim budget reports adopted as of the date of the Annual Report;

(ii) The District's average daily attendance and base revenue limit for the previous fiscal year;

(iii) Outstanding borrowings and long-term obligations of the District, including:

(1) general obligation bonds, certificates of participation, capital leases and operating leases (including amounts outstanding and debt service schedules) as of the end of the previous fiscal year;

(2) a description of any obligations of the type referred to in (1) above that have been issued, entered into or incurred since the beginning of the District's current fiscal year; and

(3) a description of any obligations of the type referred to in (1) above that the District reasonably expects to issue, enter into or incur within the 60 day period following the date of filing of the Annual Report.

(iv) Assessed value of taxable property within the District for the current fiscal year, if and to the extent provided to the District by the County; and

(v) Information regarding total secured tax charges and delinquencies on taxable properties within the District for the previous fiscal year, if and to the extent provided to the District by the County.

(c) In addition to any of the information expressly required to be provided under subsections (a) and (b), the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been made available to the public on the MSRB's website. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events. (a) Pursuant to the provisions of this Section, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) unscheduled draws on credit enhancements reflecting financial difficulties;

- (iv) substitution of credit or liquidity providers or their failure to perform;
- (v) issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) tender offers;
- (vii) defeasances;
- (viii) rating changes; and
- (ix) bankruptcy, insolvency, receivership or similar event of the District.

For purposes of the event identified in paragraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

- (i) unless described in paragraph (v) of subsection (a) of this Section, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) modifications to rights of Bond Owners;
- (iii) optional, unscheduled or contingent Bond calls;
- (iv) release, substitution, or sale of property securing repayment of the Bonds;
- (v) non-payment related defaults;
- (vi) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

(vii) appointment of a successor or additional Paying Agent or the change of name of a Paying Agent.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event described in subsection (b) of this Section, the District shall determine if such event would be material under applicable Federal securities laws

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in subsection (a) of this Section, or determines that knowledge of a Listed Event described in subsection (b) of this Section would be material under applicable Federal securities laws, the District shall file, or shall cause the Dissemination Agent to file, within ten business days of such occurrence, a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of Listed Events described in paragraph (vii) of subsection (a) of this Section and paragraph (iii) of subsection (b) of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the County Resolution.

Section 6. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give, or cause the Dissemination to give, notice of such termination in a filing with the MSRB.

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Dolinka Group, LLC. If at any time there is not any other designated Dissemination Agent, the District shall be the Dissemination Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 3(a), Section 4 or Section 5(a) or (b) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements

of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by the Owners in the same manner as provided in the County Resolution for amendments to the County Resolution with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice required to be filed pursuant to this Disclosure Certificate.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate; provided, that any such action may be instituted only in Superior Court of the State of California in and for the County of Riverside or in U.S. District Court in or nearest to the County of Riverside. A default under this Disclosure Certificate shall not be deemed an event of default under the County Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and (if the Dissemination Agent is other than the District), the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses

(including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**ALVORD UNIFIED SCHOOL
DISTRICT**

By: Wendell W. Jackson
2-11-11

ACCEPTED AND AGREED TO:

**DOLINKA GROUP, LLC, AS
DISSEMINATION AGENT**

By: _____
Authorized Signatory]

EXHIBIT A

FORM OF NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Alvord Unified School District
Name of Issue: Alvord Unified School District General Obligation Bonds, 2007
Election, Series C
Date of Issuance: _____, 2011

NOTICE IS HEREBY GIVEN that the Alvord Unified School District (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Certificate of the District, dated _____, 2011. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

ALVORD UNIFIED SCHOOL DISTRICT

EXHIBIT "C"

**ALVORD UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C**

ESTIMATED COSTS OF ISSUANCE*

Underwriter's Discount (not-to-exceed)	1.25% of par amount*
Bond Insurance (if purchased)	0.75% of par amount** ⁺
Other costs of issuance*, including:	
• Bond/District Counsel and expenses (including costs of validation action)	\$70,750.00
• Disclosure Counsel and expenses	\$50,000.00
• Special Tax Counsel and expenses	\$15,000.00
• Underwriter's Counsel	\$7,500.00
• Financial Consultant and expenses (DG)	\$105,000.00
• Program Manager fees and expenses (CFS)	\$117,500.00
• Rating Agency presentation costs and costs of rating(s):	
Moody's Investors Service	\$11,000.00
Standard & Poor's Rating Services	\$12,700.00
• Printing costs	\$8,500.00
• Demographic Data	\$3,500.00
• Paying Agent costs and expenses	\$2,700.00
• Escrow costs/Escrow Agent Costs	\$1,500.00
• Costs of Issuance Custodian (Fiscal Agent) Fees	\$250.00
• Misc. expenses/Contingency	\$20,250.00

* All costs of issuance listed herein are estimates. Such figures are estimates and shall not constrain or limit the District as to the issuance and sale of the Series C Bonds pursuant to the directives and conditions set forth in District Resolution adopted on February 10, 2011.

⁺ Due to recent changes concerning municipal bond insurance ratings, it is uncertain if bond insurance will be purchased. This figure is provided as an estimate based on current conditions.

EXHIBIT "C"

**ALVORD UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2007 ELECTION, SERIES C**

ESTIMATED COSTS OF ISSUANCE*

Underwriter's Discount (not-to-exceed)	1.25% of par amount*
Bond Insurance (if purchased)	0.75% of par amount**
Other costs of issuance*, including:	
• Bond/District Counsel and expenses (including costs of validation action)	\$70,750.00
• Disclosure Counsel and expenses	\$50,000.00
• Special Tax Counsel and expenses	\$15,000.00
• Underwriter's Counsel	\$7,500.00
• Financial Consultant and expenses (DG)	\$105,000.00
• Program Manager fees and expenses (CFS)	\$117,500.00
• Rating Agency presentation costs and costs of rating(s):	
Moody's Investors Service	\$11,000.00
Standard & Poor's Rating Services	\$12,700.00
• Printing costs	\$8,500.00
• Demographic Data	\$3,500.00
• Paying Agent costs and expenses	\$2,700.00
• Escrow costs/Escrow Agent Costs	\$1,500.00
• Costs of Issuance Custodian (Fiscal Agent) Fees	\$250.00
• Misc. expenses/Contingency	\$20,250.00

* All costs of issuance listed herein are estimates. Such figures are estimates and shall not constrain or limit the District as to the issuance and sale of the Series C Bonds pursuant to the directives and conditions set forth in District Resolution adopted on February 10, 2011.

+ Due to recent changes concerning municipal bond insurance ratings, it is uncertain if bond insurance will be purchased. This figure is provided as an estimate based on current conditions.