

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



445

FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
January 24, 2013

SUBJECT: Resolution No. 2013-034 – Temecula Valley Unified School District, General Obligation Bonds, 2012 Election, Series 2013-A (Vote on Separately)

RECOMMENDED MOTION: That your Honorable Board approve and adopt Resolution No. 2013-034 providing for the issuance and sale of Temecula Valley Unified School District, General Obligation Bonds, 2012 Election, Series 2013-A in a principal amount not to exceed \$40,000,000.

BACKGROUND: Education Code Section 15140 requires that General Obligation Bonds of a school district be offered for sale by the Board of Supervisors of the County when the County's Superintendent of Schools has jurisdiction over the district and when the district wishes to offer its bonds via a negotiated sale. Although California law permits a board of supervisors to opt out of that requirement, this 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 2)

Don Kent, Treasurer-Tax Collector

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: February 5, 2013
xc: Treasurer

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

3-53

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner
DATE: 1/23/13
Departmental Concurrence

☒ Policy
☒ Policy
☐ Consent
☐ Consent

Dep't Recomm.:
Per Exec. Ofc.:

Temecula Valley Unified School District (the "District"), under the jurisdiction of the Riverside County Superintendent of Schools, wishes to offer bonds via a negotiated sale. Accordingly, the District Board of Education adopted a resolution requesting this Board to sell the District's general obligation bonds which have been duly authorized by the voters of the District.

An election was held on November 6, 2012, pursuant to Section 1 of Article XIII A of the California Constitution, Section 18 of Article XVI of the California Constitution, and Chapter 1 of Part 10 of Division 1 of Title 1 (Section 15266) of the Education Code, codifying, in part, Proposition 39. The measure, which was approved by more fifty-five percent of the votes cast by eligible voters of the District, authorized the incurrence of general obligation bonded indebtedness in an aggregate principal amount not to exceed \$165,000,000.

This Resolution, 2013-034, authorizes and provides for the issuance of Temecula Valley Unified School District, General Obligation Bonds, 2012 Election, Series 2013-A (the "Series 2013-A Bonds") in an aggregate principal amount not to exceed \$40,000,000. The bond proceeds will be used to finance and make improvements to eligible public school facilities within the District.

The Series 2013-A Bonds represent a general obligation of the District and do not constitute a debt, liability, or obligation of Riverside County. No part of any fund of the County is pledged or obligated to the payment of the Series 2013-A Bonds.

County Counsel has reviewed Resolution No. 2013-034 and has approved it as to form.

1
2
3
4
5
6
7 **RESOLUTION NO. 2013-034**
8

9 **RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE**
10 **COUNTY, STATE OF CALIFORNIA, PROVIDING FOR THE ISSUANCE**
11 **AND SALE OF TEMECULA VALLEY UNIFIED SCHOOL DISTRICT**
12 **GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES 2013-A, IN**
13 **THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED**
14 **FORTY MILLION DOLLARS (\$40,000,000); PRESCRIBING THE**
15 **TERMS OF THE BONDS AND THEIR SALE; APPROVING FORM AND**
16 **AUTHORIZING EXECUTION AND DELIVERY OF A BOND**
17 **PURCHASE AGREEMENT; AUTHORIZING EXECUTION OF**
18 **NECESSARY DOCUMENTS; MAKING RELATED FINDINGS AND**
19 **DETERMINATIONS AND TAKING RELATED ACTIONS**
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
Section 1. Recitals; Incorporation of District Resolution	4
Section 2. Purpose and Designation of the Bonds	4
Section 3. Statutory Authorization.....	4
Section 4. Negotiated Sale	5
Section 5. Approval of Purchase Contract.....	5
Section 6. [Reserved].....	6
Section 7. Certain Definitions.....	6
Section 8. Terms of Bonds.....	15
Section 9. Redemption Provisions	18
Section 10. Form of Bonds; Temporary Bonds; CUSIP® Numbers	24
Section 11. Execution of Bonds; Authentication.....	25
Section 12. Delivery of Bonds	26
Section 13. Bond Registration; Transfers	26
Section 14. Book-Entry System.....	28
Section 15. Paying Agent.....	32
Section 16. Payment of Principal and Interest.....	34
Section 17. Source of Payment; Security for the Series 2013-A Bonds.....	35
Section 18. Defeasance	36
Section 19. Partial Defeasance.....	38
Section 20. Establishment of Funds; Disposition of Proceeds of the Bonds; Investment	39
Section 21. Bond Insurance	42
Section 22. Preliminary Official Statement; Official Statement.....	43
Section 23. Continuing Disclosure	43
Section 24. Tax and Arbitrage Matters	44
Section 25. County Books and Accounts.....	45
Section 26. Execution of Documents by Bond Owners.....	45
Section 27. Unclaimed Monies	46
Section 28. Conditions Precedent	47

1	Section 29. Amendments	47
2	Section 30. Benefits Limited to Parties.....	48
3	Section 31. Acceptance of Payment of County Costs.....	49
4	Section 32. Approval of Actions.....	49
5	Section 33. Partial Invalidity; Severability	49
6	Section 34. Compliance With Law	50
7	Section 35. Effective Date	50
8	Section 36. Clerk's Certificate	50

EXHIBITS:

9	EXHIBIT A	- FORM OF BOND PURCHASE AGREEMENT	A-1
10	EXHIBIT B	- FORM OF CURRENT INTEREST BOND	B-1
11	EXHIBIT C	- FORM OF CAPITAL APPRECIATION BOND	C-1
12	EXHIBIT D	- FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND	D-1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2013-034

RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, PROVIDING FOR THE ISSUANCE AND SALE OF TEMECULA VALLEY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES 2013-A, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS (\$40,000,000); 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 Temecula Valley Unified School District ("District") is a public school district duly organized and operating pursuant to the Constitution and the laws of the State of California; and

WHEREAS, an election was duly called and regularly held in the District, County of Riverside ("County"), State of California ("State"), on November 6, 2012 ("Election"), and thereafter canvassed pursuant to law; and

WHEREAS, at such Election there was submitted to, and approved by more than the requisite fifty-five percent (55%) favorable vote of the qualified electors of the District, as certified by the Riverside County Register 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 the various purposes set forth in the ballot measure submitted to the voters, in the maximum principal amount of \$165,000,000, payable from the levy of an annual *ad valorem* tax against the taxable

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 1/23/13 DATE
DALE A. GARDNER

1 property in the District ("Authorization"); and
2

3 **WHEREAS**, the results of the Election were certified by the Board of Education of the
4 District ("District Board") by adoption of Resolution No. 2012-13/18, adopted on January 22,
5 2013, pursuant to State law, and the County has been informed that Resolution No. 2012-13/18
6 has been, or will be, filed as required by State law; and
7

8 **WHEREAS**, pursuant to the provisions of the California Constitution and the
9 Authorization, the District may, pursuant to certain of the provisions and limitations of Article 1
10 of Chapter 1.5 of Part 10 of Division 1 of Title 1 of the California Education Code ("Education
11 Code"), proceed to borrow funds pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1
12 of Division 2 of Title 5 of the California Government Code ("Government Code") of the State of
13 California, being Section 53506 *et seq.*, and, as applicable, Education Code Sections 15140 *et*
14 *seq.*, which authorizes the District Board to issue general obligation bonds through the County by
15 way of a resolution and compliance with certain statutory requirements; and
16

17 **WHEREAS**, pursuant to the Authorization and Government Code Sections 53506 *et*
18 *seq.*, including, but not limited to Government Code Section 53508.7(c) and, as applicable,
19 Education Code Sections 15100 *et seq.*, 15140 *et seq.*, the District Board, adopted its Resolution
20 No. 2012-13/19 on January 22, 2013 ("District Resolution"), an executed electronic copy of
21 which has been received by the County Board, requesting the County Board to issue a series of
22 such authorized school district general obligation bonds, designated the "Temecula Valley
23 Unified School District General Obligation Bonds, 2012 Election, Series 2013-A" in an
24 aggregate principal amount not to exceed \$40,000,000 ("Series 2013-A Bonds" or "Bonds"); and
25

26 **WHEREAS**, the District Board has authorized the issuance of the Series 2013-A Bonds
27 in any combination of Current Interest Bonds, Capital Appreciation Bonds and/or Convertible
28 Capital Appreciation Bonds, all as defined herein; and

1
2 **WHEREAS**, the Series 2013-A Bonds are authorized to be issued by the County, on
3 behalf of the District, pursuant to provisions of the California Constitution, the Authorization, the
4 provisions of the Government Code, specifically Government Code Sections 53506 *et seq.*, and,
5 as applicable, the provisions of the Education Code, specifically Education Code Sections 15266,
6 15100 *et seq.*, and 15140 *et seq.*; and
7

8 **WHEREAS**, in the District Resolution, the District Board found and informed this
9 County Board that all acts and conditions necessary to be performed by the District or to have
10 been met precedent to and in the issuance and sale of the Series 2013-A Bonds in order to make
11 them legal, valid and binding general obligations of the District have been performed and have
12 been met, or will, at the time of delivery of the Series 2013-A Bonds, have been performed and
13 met, in regular and due form as required by law; and
14

15 **WHEREAS**, the District Board has further requested this County Board to sell the Series
16 2013-A Bonds to Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a
17 Division of Stifel Nicolaus ("Underwriter"), pursuant to the terms of the proposed form of Bond
18 Purchase Agreement ("Purchase Agreement") to be entered into by and among the County, the
19 District and the Underwriter, subject to the limitations set forth in the District Resolution and
20 herein; and
21

22 **WHEREAS**, this County Board desires to make certain determinations and to authorize
23 the issuance and sale of the Series 2013-A Bonds.
24

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

1 **Section 1. Recitals; Incorporation of District Resolution.** The foregoing recitals are
2 true and correct and are incorporated herein by this reference. The District Resolution, together
3 with the exhibits thereto, is on file with this County Board and is incorporated herein by
4 reference and all of the provisions thereof are made a part hereof and shall be applicable to the
5 sale and delivery of the Series 2013-A Bonds, except as otherwise specified herein.
6 Notwithstanding the foregoing, the County assumes no liability or responsibility for
7 representations or warranties of the District as set forth in the District Resolution.
8

9 **Section 2. Purpose and Designation of the Bonds.** Bonds of the District shall be
10 issued in the name, and on behalf, of the District in the aggregate principal or issue amount of
11 not to exceed \$40,000,000 for the purposes of: (a) raising money for acquiring and constructing
12 the projects, facilities and equipment set forth in the Authorization approved by the voters at the
13 Election, as further described herein; (b) funding interest on the Series 2013-A Bonds, or any of
14 them, for a period of time, to be specified, as authorized by California law; and (c) to pay all
15 necessary legal, financial, printing, insurance and other contingent costs in connection with the
16 issuance, sale and delivery of the Series 2013-A Bonds, as further set forth herein and subject to
17 the applicable provisions of the California Constitution and California law including, but not
18 limited to, the Government Code and the Education Code. Subject to the provisions of Section
19 5, the Series 2013-A Bonds shall be officially designated as the “**Temecula Valley Unified**
20 **School District General Obligation Bonds, 2012 Election, Series 2013-A.**”
21

22 **Section 3. Statutory Authorization.** The Series 2013-A Bonds are authorized to be
23 issued and sold by the County in the name of the District pursuant to the California Constitution,
24 the Election, the Authorization, the District Resolution, this Resolution, the provisions of
25 Government Code Sections 53506 *et seq.*, and to the extent applicable, Education Code Sections
26 15100 *et seq.* and 15140 *et seq.*
27
28

1 **Section 4. Negotiated Sale.** The Series 2013-A Bonds shall be sold through a
2 negotiated sale with the Underwriter upon the direction of the District's Superintendent,
3 Assistant Superintendent of Business Support Services, or their designee(s), on behalf of the
4 District, acting together with an authorized representative(s) of the Office of the County
5 Treasurer and Tax Collector ("Treasurer") of Riverside County. The Series 2013-A Bonds shall
6 be sold pursuant to the applicable provisions of the Government Code, and, as applicable, the
7 Education Code, the provisions and requirements of the District Resolution and this Resolution,
8 and the terms and conditions set forth in the Purchase Agreement, as described herein.
9

10 **Section 5. Approval of Purchase Agreement.** The Series 2013-A Bonds will be sold at
11 negotiated sale by the Treasurer pursuant to the terms and conditions set forth in the Purchase
12 Agreement, substantially in the form appended hereto as Exhibit "A" and incorporated by
13 reference herein. The form of the Purchase Agreement is hereby approved and the Treasurer, or
14 any designated deputy thereof, is hereby authorized to execute and deliver the Purchase
15 Agreement and the Superintendent, or other Designated Officer (as defined herein) of the
16 District, is hereby requested to execute the Purchase Agreement, with such changes therein,
17 deletions therefrom and modifications thereto as the Treasurer, or designated deputy thereof, and
18 the District may approve, such approval to be conclusively evidenced by the execution and
19 delivery thereof by, or on behalf of, the Treasurer; provided, however, that the principal amount
20 of the Series 2013-A Bonds shall be determined by the District (but in no event to exceed
21 \$40,000,000), the term of the Series 2013-A Bonds shall not exceed 40 years, the interest rates
22 on the Series 2013-A Bonds shall not exceed maximum true interest cost of six percent (6.00%)
23 and the Underwriter's discount shall not exceed one and one-tenths percent (1.10%) of the
24 principal amount of the Series 2013-A Bonds (exclusive of any premium or original issue
25 discount on the Series 2013-A Bonds, and any such original issue discount shall not exceed five
26 percent (5.00%)) (and further excluding any amount(s) which may be held by the Underwriter to
27 pay designated costs of issuance under the terms of the Purchase Agreement). The Treasurer, or
28 designated deputy thereof, is further authorized to determine the Principal Amount or issue

1 amount of the Series 2013-A Bonds of each maturity (including any Capital Appreciation Bonds
2 or Convertible Capital Appreciation Bonds) to be specified in the Purchase Agreement for sale
3 by the County, up to an aggregate Principal Amount or issue amount of \$40,000,000, to
4 determine, upon consultation with the District, to set or modify redemption terms for the Series
5 2013-A Bonds and to enter into, execute and deliver the Purchase Agreement, if the conditions
6 set forth in this Resolution are met.

7
8 If, upon consultation with the Designated Officer (as defined herein) of the District, the
9 District determines to acquire municipal bond insurance to secure all or a portion of the Series
10 2013-A Bonds, the Treasurer may so provide in the Purchase Agreement.

11
12 **Section 6. [Reserved].**

13
14 **Section 7. Certain Definitions.** As used in this Resolution, the terms set forth below
15 shall have the following meanings ascribed to them:

16
17 (a) **"Accreted Interest"** means, with respect to the Capital Appreciation Bonds and
18 Convertible Capital Appreciation Bonds, the Accreted Value thereof minus the Principal Amount
19 thereof as of the date of calculation.

20
21 (b) **"Accreted Value"** means, as of the date of calculation, with respect to the Capital
22 Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date,
23 the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation,
24 compounded semiannually on each February 1 and August 1 (commencing on the date stated in
25 the Purchase Agreement), or such other dates or maturity date(s) as shall be specified in the
26 Purchase Agreement, with respect to the Capital Appreciation Bonds and Convertible Capital
27 Appreciation Bonds prior to the Conversion Date maturing on those dates specified in the
28 Purchase Agreement, and at the stated yield to maturity thereof, assuming in any such

1 semiannual period that such Accreted Value increases in equal daily amounts on the basis of a
2 360-day year of twelve 30-day months.

3
4 (c) **"Accretion Rate"** means, unless otherwise provided by the Purchase Agreement,
5 that rate which, when applied to the Principal Amount of a Capital Appreciation Bond or a
6 Convertible Capital Appreciation Bond, and compounded semiannually on each February 1 and
7 August 1 (commencing on the date set forth in, and subject to the terms of, the Purchase
8 Agreement), produces the Maturity Value on the maturity date (with respect to Capital
9 Appreciation Bonds) and the Conversion Value on the Conversion Date (with respect to
10 Convertible Capital Appreciation Bonds).

11
12 (d) **"Authorized Investments"** means the Riverside County Investment Pool (or
13 other investment pools of the County into which District funds may lawfully be invested), the
14 Local Agency Investment Fund, any investment authorized pursuant to Sections 16429.1 and
15 53601 of the Government Code, or in shares in a California common law trust established
16 pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in
17 investments permitted by Section 53635 of the Government Code, or in guaranteed investment
18 contracts in direct general obligations of the United States of America (including State and Local
19 Government Securities) (provided that such investments comply with the requirements of
20 applicable State law and with Section 148 of the Code, and with the requirements of the Bond
21 Insurer, if any, and as shall be applicable).

22
23 (e) **"Authorized Newspaper"** means a newspaper selected by the District which is
24 customarily published at least once a day for at least five days (other than legal holidays) in each
25 calendar week, published in the English language, of general circulation in the County of
26 Riverside and which has been adjudicated or designated as a "newspaper of general circulation"
27 pursuant to California law.
28

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

3
4 (g) **“Bond Insurer”** means any insurance company which issues a municipal bond
5 insurance policy insuring the payment of the Principal or Accreted Value of, and interest on, all
6 or a portion of the Series 2013-A Bonds, as applicable.

7
8 (h) **“Bond Payment Date” or “Interest Payment Date”** means, unless otherwise
9 provided in the Purchase Agreement, with respect to the interest on the Current Interest Bonds,
10 and interest on the Convertible Capital Appreciation Bonds after the Conversion Date, February
11 1 and August 1, commencing on the date(s) set forth in the Purchase Agreement, and
12 commencing on the date set forth in the Purchase Agreement, with respect to the principal
13 payments on the Current Interest Bonds. With respect to the Capital Appreciation Bonds and
14 Convertible Capital Appreciation Bonds, **“Bond Payment Date”** means the stated maturity dates
15 thereof, as applicable, as stated in the Purchase Agreement and may be different than the Bond
16 Payment Dates specified for the Current Interest Bonds and/or Convertible Capital Appreciation
17 Bonds, as applicable.

18
19 (i) **“Bond Register” or “Registration Books”** means the listing of names and
20 addresses of the then-current registered owners of the Bonds, as maintained by the Paying Agent
21 in accordance with Section 13 hereof.

22
23 (j) **“Bonds” or “Series 2013-A Bonds”** means, collectively, the Temecula Valley
24 Unified School District General Obligation Bonds, 2012 Election, Series 2013-A.

25
26 (k) **“Building Fund”** shall have the meaning set forth in Section 20 hereof.
27
28

1 (l) **“Business Day”** means a day which is not a Saturday or Sunday or a day on
2 which banking institutions are authorized or required by law or executive order to be closed in
3 California and New York for commercial banking purposes and on which the Federal Reserve
4 system is not closed.

5
6 (m) **“Capital Appreciation Bonds”** means those Series 2013-A Bonds, if any,
7 designated as Capital Appreciation Bonds pursuant to Section 8, the interest component of which
8 is compounded semiannually on each Bond Payment Date to maturity as shown in the table of
9 Accreted Values for such Series 2013-A Bonds as set out in the Purchase Agreement.

10
11 (n) **“Capital Appreciation Term Bonds”** means those Capital Appreciation Bonds,
12 if any, for which mandatory sinking fund redemption dates have been established in the Purchase
13 Agreement.

14
15 (o) **“Code”** means the Internal Revenue Code of 1986 as in effect on the date of
16 issuance of the Series 2013-A Bonds or (except as otherwise referenced herein) as it may be
17 amended to apply to obligations issued on the date of issuance of the Series 2013-A Bonds,
18 together with applicable proposed, temporary and final regulations promulgated, and applicable
19 official public guidance published, under the Code.

20
21 (p) **“Conversion Date”** means, with respect to Convertible Capital Appreciation
22 Bonds, the date stated in the Purchase Agreement as the date on which such Series 2013-A
23 Bonds, originally issued as Capital Appreciation Bonds, convert to Current Interest Bonds.

24
25 (q) **“Conversion Value”** means, with respect to any Convertible Capital
26 Appreciation Bonds, the Accreted Value as of the Conversion Date.

1 (r) **“Convertible Capital Appreciation Bonds”** means those Series 2013-A Bonds,
2 if any, designated as Convertible Capital Appreciation Bonds pursuant to Section 8, which are
3 originally issued as Capital Appreciation Bonds, but which convert to Current Interest Bonds on
4 the Conversion Date.

5
6 (s) **“County”** means the County of Riverside, California, a political subdivision of
7 the State of California organized and existing under the Constitution and laws of the State and
8 any successor thereto.

9
10 (t) **“County Board”** means the Board of Supervisors of the County.

11
12 (u) **“Current Interest Bonds”** means the Series 2013-A Bonds, if any, designated as,
13 or converted to, Current Interest Bonds pursuant to the terms hereof, the interest on which is
14 payable on each Bond Payment Date specified for each such Series 2013-A Bond as designated
15 and maturing in the years and in the amounts set forth in the Purchase Agreement.

16
17 (v) **“Current Interest Term Bonds”** means those Current Interest Bonds for which
18 mandatory sinking fund redemption dates have been established in the Purchase Agreement.

19
20 (w) **“Date of Issuance”** or **“Closing Date”** means the delivery date with respect to
21 the Series 2013-A Bonds, or such other date(s) for the issuance of the Series 2013-A Bonds as
22 may be designated by the Purchase Agreement.

23
24 (x) **“Debt Service Fund”** shall have the meaning set forth in Section 20 hereof.

25
26 (y) **“Denominational Amount”** means, with respect to the Capital Appreciation
27 Bonds and Convertible Capital Appreciation Bonds, the initial offering price thereof, which
28

1 represents the initial Principal Amount thereof (exclusive of any initial premium thereon), and,
2 with respect to the Current Interest Bonds, the Principal Amount thereof.

3
4 (z) **“Designated Officer(s)”** means the District’s Superintendent, Assistant
5 Superintendent of Business Support Services, or other persons designated in writing by the
6 District’s Superintendent as a Designated Officer of the District.

7
8 (aa) **“District”** or **“School District”** means the Temecula Valley Unified School
9 District, a public school district organized and operating under the Constitution and the laws of
10 the State of California, and any lawful successor thereto.

11
12 (bb) **“District Board”** means the Board of Education of the District.

13
14 (cc) **“DTC”** or **“Depository”** means The Depository Trust Company, New York, New
15 York, a limited purpose trust company organized under the laws of the State of New York in its
16 capacity as securities depository for the Series 2013-A Bonds.

17
18 (dd) **“Informational Services”** means the Municipal Securities Rulemaking Board,
19 through its Electronic Municipal Market Access (EMMA) system, and, in accordance with then
20 current guidelines of the Securities and Exchange Commission, such other addresses and/or such
21 other services providing information with respect to called bonds as the District may designate in
22 a written request of the District delivered to the Paying Agent.

23
24 (ee) **“Letter of Representations”** or **“Representation Letter”** shall have the
25 meaning set forth in Section 14 hereof.

26
27 (ff) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond
28 on its maturity date.

1
2 (gg) **"Moody's"** means Moody's Investors Service, Inc., a corporation duly organized
3 and existing under the laws of the State of Delaware and its successors and assigns, except that if
4 such entity shall be dissolved or liquidated or shall no longer perform the functions of a
5 securities rating agency, then the term "Moody's" shall be deemed to refer to any other
6 nationally recognized securities rating agency selected by the District.
7

8 (hh) **"Nominee"** means the nominee of the Depository, which may be the Depository,
9 as determined from time to time pursuant to Section 14 hereof.
10

11 (ii) **"Office of the Paying Agent"** means the principal office of the Paying Agent in
12 Los Angeles, California, or such other office as may be specified by the Paying Agent in writing.
13

14 (jj) **"Official Statement"** shall have the meaning set forth in Section 22 hereof.
15

16 (kk) **"Outstanding"** means all Series 2013-A Bonds theretofore issued by or on behalf
17 of the District, except:

- 18 (1) Series 2013-A Bonds theretofore canceled by the District or surrendered to
19 the District for cancellation;
- 20 (2) Series 2013-A Bonds for the transfer or exchange of or in lieu of or in
21 substitution for which other Series 2013-A Bonds shall have been
22 authenticated and delivered by the District pursuant to the terms hereof;
23 and
- 24 (3) Series 2013-A Bonds paid and discharged pursuant to Sections 18 or 19
25 hereof.
26

27 (ll) **"Owner"** or **"Bond Owner"** means the current registered owner of a Series
28 2013-A Bond or Series 2013-A Bonds to whom payments of principal and interest are made.

1
2 (mm) **"Participants"** means those broker-dealers, banks and other financial institutions
3 from time to time for which DTC holds book-entry certificates as securities depository.
4

5 (nn) **"Paying Agent"** means U.S. Bank National Association, or such other party as
6 selected by the Designated Officer of the District, or any successor thereto, acting as the
7 authenticating agent, bond registrar, transfer agent and paying agent.
8

9 (oo) **"Principal"** or **"Principal Amount"** means, with respect to any Current Interest
10 Bond, the principal amount stated thereon, and, with respect to any Capital Appreciation Bond
11 and Convertible Capital Appreciation Bond, the Denominational Amount.
12

13 (pp) **"Purchase Agreement"** or **"Bond Purchase Agreement"** means that certain
14 Bond Purchase Agreement for the purchase and sale of the Series 2013-A Bonds by and among
15 the County, the District and the Underwriter, as such Purchase Agreement shall be executed and
16 delivered.
17

18 (qq) **"Rebate Fund"** shall have the meaning set forth in Section 20 hereof.
19

20 (rr) **"Record Date"** means the close of business on the fifteenth day of the month
21 preceding each Bond Payment Date whether or not such day is a business day.
22

23 (ss) **"Redemption Notice"** shall have the meaning set forth in Section 9 hereof.
24

25 (tt) **"Resolution"** or **"Bond Resolution"** means this Resolution, including the
26 Exhibits hereto, as adopted by the County Board and as such may be amended pursuant to
27 Section 29.
28

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

7
8 (vv) **"S&P"** means Standard & Poor's Ratings Services, a division of The McGraw-
9 Hill Companies, Inc., a corporation duly organized and existing under the laws of the State of
10 New York, and its successors and assigns, except that if such entity shall be dissolved or
11 liquidated or shall no longer perform the functions of a securities rating agency, then the term
12 "S&P" shall be deemed to refer to any other nationally recognized securities rating agency
13 selected by the District.

14
15 (wv) **"State"** means the State of California.

16
17 (xx) **"Tax Certificate"** means the Tax Certificate executed by the District at the time
18 of issuance of the Series 2013-A Bonds relating to the requirements of Section 148 of the Code,
19 as originally executed and as such may be amended from time to time.

20
21 (yy) **"Term Bonds"** means, if issued, collectively, the Current Interest Term Bonds,
22 the Capital Appreciation Term Bonds and the Convertible Capital Appreciation Term Bonds.

23
24 (zz) **"Transfer Amount"** means, (i) with respect to any Outstanding Current Interest
25 Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the
26 Maturity Value, and (iii) with respect to any Outstanding Convertible Capital Appreciation
27 Bond, the Conversion Value.

1 (aaa) "Treasurer" or "County Treasurer" means the Treasurer and Tax Collector of
2 the County of Riverside, California, or any authorized deputy thereof.

3
4 (bbb) "Underwriter" or "Purchaser" means the initial purchaser of the Series 2013-A
5 Bonds as identified in the Purchase Agreement.

6
7 (ccc) "Written Request" means a written request or directive of the District provided
8 by a Designated Officer.

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

16
17 All references herein to "Sections" and other subdivisions are to the corresponding
18 Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder"
19 and other words of similar import refer to this Resolution as a whole and not to any particular
20 Section or subdivision hereof.

21
22 **Section 8. Terms of Bonds.** The Series 2013-A Bonds shall be issued in one series.
23 The Series 2013-A Bonds may consist of Current Interest Bonds, Capital Appreciation Bonds
24 and/or Convertible Capital Appreciation Bonds as set forth in the Purchase Agreement.

25
26 The Series 2013-A Bonds shall be issued as fully-registered bonds, without coupons, in
27 the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal
28 Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds,

1 \$5,000 Maturity Value, or any integral multiple thereof, and (iii) with respect to Convertible
2 Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof; provided
3 that one Capital Appreciation Bond may be issued in an odd Maturity Value.
4

5 The Current Interest Bonds, if issued, shall be dated the Date of Issuance, and shall bear
6 interest at the rate or rates consistent with the interest cost limitations set forth in Section 5,
7 payable on February 1 and August 1 of each year, commencing on the date specified in the
8 Purchase Agreement (subject to the terms of the Purchase Agreement, as executed and
9 delivered), as may be specified in the Purchase Agreement as executed and delivered (each, an
10 "Interest Payment Date"), the actual interest rate or rates and the actual maturity schedule to be
11 fixed at the time of sale. Each Series 2013-A Bond issued as a Current Interest Bond shall be
12 issued in denominations of \$5,000 Principal Amount or integral multiples thereof, and shall bear
13 interest from the Interest Payment Date next preceding the date of authentication thereof unless it
14 is authenticated as of a day during the period from the 16th day of the month next preceding any
15 Interest Payment Date to the Interest Payment Date, inclusive, in which event it shall bear
16 interest from such Interest Payment Date, or unless it is authenticated on or before the Record
17 Date prior to the initial Interest Payment Date, in which event it shall bear interest from the Date
18 of Issuance, computed using a year of 360 days, comprised of twelve 30-day months; provided,
19 however, that if at the time of authentication of any Series 2013-A Bond, interest is then in
20 default on Outstanding Series 2013-A Bonds, such Series 2013-A Bond shall bear interest from
21 the Interest Payment Date to which interest has previously been paid or made available for
22 payment thereon. The foregoing terms shall be subject to the terms of the Purchase Agreement
23 as executed and delivered.
24

25 The Capital Appreciation Bonds, if issued, shall accrete interest from the Date of
26 Issuance of the Capital Appreciation Bonds to their maturity at a rate or rates such that the
27 accretion rate (interest rate) shall not exceed the legal maximum rate. The Capital Appreciation
28 Bonds shall mature in the years and shall be issued in the aggregate Denominational Amount(s)

1 set forth in the Purchase Agreement as executed and delivered and shall have an interest rate and
2 shall have Denominational Amounts per each \$5,000 in Maturity Value as shown in the Accreted
3 Value Table contained in the Purchase Agreement; provided, that in the event that the amount
4 shown in such Accreted Value Table and the Accreted Value calculated by the District and
5 approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth
6 in Section 9 differ, the latter amount shall be the Accreted Value of such Capital Appreciation
7 Bond. Interest on each Capital Appreciation Bond shall be compounded semiannually on
8 February 1 and August 1 of each year until maturity, or other such date(s) as shall be specified in
9 the Purchase Agreement, commencing from and after the Date of Issuance thereof, computed
10 using a year of 360 days, comprised of twelve 30-day months, and shall be payable only at
11 maturity as to their Maturity Amounts or on their redemption date if redeemed prior to their
12 respective stated maturity date(s).

13
14 The Convertible Capital Appreciation Bonds, if issued, shall be originally issued as
15 Capital Appreciation Bonds and shall convert to Current Interest Bonds on the Conversion Date,
16 as set forth in the Purchase Agreement. During the period while the Convertible Capital
17 Appreciation Bonds are in the form of Capital Appreciation Bonds, they will not bear interest but
18 will accrete value through the Conversion Date. From and after the Conversion Date, the
19 Convertible Capital Appreciation Bonds will bear interest as Current Interest Bonds, and such
20 interest will accrue based upon the Conversion Value of such Bonds at the Conversion Date. No
21 payment will be made to the Owners of Convertible Capital Appreciation Bonds on the
22 Conversion Date, unless otherwise set forth in the Purchase Agreement.

23
24 The Series 2013-A Bonds will be sold as provided in Sections 4 and 5 hereof;
25 notwithstanding anything herein to the contrary, the terms of the Series 2013-A Bonds, as set
26 forth in this Resolution, may be amended prior to delivery in accordance with the provisions of
27 the Purchase Agreement. The Series 2013-A Bond maturities may be adjusted by the Treasurer
28 and the Designated Officer(s), in consultation with the Underwriter, Fieldman, Rolapp &

1 Associates, Inc., as Financial Advisor to the District, and the District, as appropriate, to provide
2 funds to finance school facilities, capital projects and supporting infrastructure as set forth in the
3 Authorization, pay for the costs of issuance of the Series 2013-A Bonds or furnish funds as
4 needed for capitalized interest purposes, provided that the total par amount of the Series 2013-A
5 Bonds shall not exceed \$40,000,000. In the event of a conflict or inconsistency between this
6 Resolution and the Purchase Agreement relating to the terms of the Series 2013-A Bonds, the
7 provisions of the Purchase Agreement shall be controlling.

8
9 **Section 9. Redemption Provisions.**

10
11 (a) Optional Redemption. The terms for the optional redemption of the Current
12 Interest Bonds, Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, as
13 shall be applicable, shall be as set forth in the Purchase Agreement.

14
15 (b) Mandatory Sinking Fund Redemption of Current Interest Term Bonds. The
16 Current Interest Term Bonds (including Convertible Capital Appreciation Bonds which have
17 converted to Current Interest Term Bonds), if any, are subject to mandatory sinking fund
18 redemption prior to their maturity, by lot, without premium, on each August 1 (or such other date
19 specified in the Purchase Agreement), in the years and in the amounts as set forth in the Purchase
20 Agreement and in the Official Statement. In the event that there are no Current Interest Term
21 Bonds specified in the Purchase Agreement, this subsection shall not apply.

22
23 (c) Mandatory Sinking Fund Redemption of Capital Appreciation Term Bonds. The
24 Capital Appreciation Term Bonds are subject to mandatory sinking fund redemption prior to
25 their maturity date from monies in the Debt Service Fund established in Section 20 hereof, by
26 lot, without premium, on each August 1 (or such other date specified in the Purchase
27 Agreement), in the years and in the amounts as set forth in the Purchase Agreement and in the
28

1 Official Statement. In the event that there are no Capital Appreciation Term Bonds specified in
2 the Purchase Agreement, this subsection shall not apply.

3
4 (d) Selection of Bonds for Redemption. Whenever less than all of the outstanding
5 Series 2013-A Bonds are to be redeemed, the Paying Agent, upon written direction from the
6 District, shall select the Series 2013-A Bonds to be redeemed as so directed, and if not so
7 directed in inverse order of maturity, and within a maturity, the Paying Agent shall select Series
8 2013-A Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying
9 Agent shall determine; provided, however, that (A) the portion of any Current Interest Bond to
10 be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof,
11 (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral
12 multiples of the Accreted Value per \$5,000 Maturity Value thereof, and (C) the portion of any
13 Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of
14 the Accreted Value per \$5,000 Conversion Value thereof. The Paying Agent shall promptly
15 notify the District of the Series 2013-A Bonds so selected for redemption on such date. In the
16 event that Term Bonds are subject to optional redemption pursuant to Section 9(a), there shall be
17 pro rata reductions in the annual sinking fund payments due on such Outstanding Term Bonds or
18 as shall otherwise be set forth in the Purchase Agreement.

19
20 (e) Form of Notice of Redemption. The Paying Agent shall give notice of the
21 redemption of the Series 2013-A Bonds ("Redemption Notice") at the expense of the District.
22 Such notice shall specify: (a) that the Series 2013-A Bonds or a designated portion thereof are to
23 be redeemed; (b) if less than all of the then outstanding Bonds are to be called for redemption,
24 shall designate the numbers (or state that all Series 2013-A Bonds between two stated numbers
25 both inclusive have been called for redemption) and CUSIP® numbers, if any, of the Series 2013-
26 A Bonds to be redeemed; (c) the date of notice and the date of redemption; (d) the place or
27 places where the redemption will be made; and (e) descriptive information regarding the Series
28 2013-A Bonds and the specific Series 2013-A Bonds to be redeemed, including the dated date,

1 interest rate and stated maturity date of each. Such notice shall further state that on the specified
2 date there shall become due and payable upon each Series 2013-A Bond to be redeemed, the
3 portion of the Principal Amount of such Series 2013-A Bond to be redeemed, together with
4 interest accrued or accreted, to the date of redemption, and redemption premium, if any, and that
5 from and after such date interest with respect thereto shall cease to accrue or accrete, as
6 applicable.

7
8 (f) Provision of Notice of Redemption. Any Redemption Notice shall be mailed,
9 first class postage, to the registered Owners of the Series 2013-A Bonds, to a Securities
10 Depository and to a national Information Service, and by first class mail, postage prepaid, to the
11 District and the County and the respective Owners of any registered Series 2013-A Bonds
12 designated for redemption at their addresses appearing on the Bond Register, in every case at
13 least thirty (30) days, but not more than sixty (60) days, prior to the designated redemption date;
14 provided that neither failure to receive such notice nor any defect in any notice so mailed shall
15 affect the sufficiency of the proceedings for the redemption of such Series 2013-A Bonds nor
16 entitle the Owner thereof to interest beyond the date given for redemption. A certificate
17 provided by the Paying Agent that notice of such redemption has been given as herein provided
18 shall be conclusive as against all parties, and it shall not be open to a Bond Owner to show that
19 he or she failed to receive notice of such redemption. In case of the redemption as permitted
20 herein of all of the Outstanding Bonds of any one maturity, notice of redemption shall be given
21 by mailing as herein provided, except that the notice of redemption need not specify the serial
22 numbers of the Series 2013-A Bond of such maturity.

23
24 Neither failure to receive or failure to send, to the Securities Depositories or
25 Informational Services, any Redemption Notice nor any defect in any such Redemption Notice
26 so given shall affect the sufficiency of the proceedings for the redemption of the affected Series
27 2013-A Bonds. Neither the failure to receive such notice, the failure to send such notice, nor any
28 defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption

1 of such Series 2013-A Bonds or the cessation of accrual or accretion of interest, as applicable,
2 represented thereby from and after the redemption date.

3
4 (g) Contingent Redemption; Rescission of Redemption. Any Redemption Notice
5 may specify that redemption of the Series 2013-A Bonds designated for redemption on the
6 specified date will be subject to the receipt by the District of monies sufficient to cause such
7 redemption (and will specify the proposed source of such monies), and the District, the County
8 and the Paying Agent will have no liability to the Owners of any Series 2013-A Bonds, or any
9 other party, as a result of the District's failure to redeem the Series 2013-A Bonds designated for
10 redemption as a result of insufficient monies therefor.

11
12 Additionally, the District may rescind any optional redemption of the Series 2013-A
13 Bonds, and notice thereof, for any reason on any date prior to the date fixed for such redemption
14 by causing written notice of the rescission to be given to the Owners of the Series 2013-A Bonds
15 so called for redemption. Notice of rescission of redemption shall be given in the same manner
16 in which notice of redemption was originally given. The actual receipt by the Owner of any
17 Series 2013-A Bond of notice of such rescission shall not be a condition precedent to rescission,
18 and failure to receive such notice or any defect in such notice shall not affect the validity of the
19 rescission. Neither the District nor the County will have any liability to the Owners of any Series
20 2013-A Bonds, or any other party, as a result of the District's decision to rescind redemption of
21 any Series 2013-A Bonds pursuant to the provisions of this subsection.

22
23 (h) Payment of Redeemed Bonds. When a Redemption Notice has been given
24 substantially as provided for herein, and, when the amount necessary for the redemption of the
25 Series 2013-A Bonds called for redemption (Principal, Accreted Value and interest, as
26 applicable, and premium, if any) is set aside for that purpose in the Debt Service Fund, as
27 provided herein (and subject to the provisions of the foregoing subparagraph), the Series 2013-A
28 Bonds designated for redemption shall become due and payable on the date fixed for redemption

1 thereof and upon presentation and surrender of said Bonds at the place specified in the
2 Redemption Notice, such Series 2013-A Bonds shall be redeemed and paid at the redemption
3 price from funds held in the Debt Service Fund.

4
5 Each check issued or other transfer of funds made by the Paying Agent for the purpose of
6 redeeming Series 2013-A Bonds shall bear or include the CUSIP® number identifying, by issue
7 and maturity, the Series 2013-A Bonds being redeemed with the proceeds of such check or other
8 transfer.

9
10 If on such redemption date, money for the redemption of all the Series 2013-A Bonds to
11 be redeemed as provided in this Section, together with interest to such redemption date, shall be
12 available therefor, and if notice of redemption thereof shall have been given as aforesaid, then
13 from and after such redemption date, interest with respect to the Series 2013-A Bonds to be
14 redeemed shall cease to accrue. All money held for the redemption of Series 2013-A Bonds
15 shall be held in trust for the account of the registered Owners of the Series 2013-A Bonds so to
16 be redeemed. All unpaid interest payable at or prior to the designated redemption date shall
17 continue to be payable to the respective Owners, but without interest thereon.

18
19 (i) Effect of Notice of Redemption. Notice having been given as aforesaid, and the
20 monies for the redemption (including the interest to the applicable date of redemption) having
21 been set aside in the District's Debt Service Fund, the Series 2013-A Bonds to be redeemed shall
22 become due and payable on such date of redemption, as set forth herein.

23
24 (j) Purchase in Lieu of Redemption. In lieu of, or partially in lieu of, any mandatory
25 sinking fund redemption of Series 2013-A Bonds pursuant to the terms hereof, monies in the
26 Debt Service Fund may be used to purchase the Outstanding Series 2013-A Bonds that were to
27 be redeemed with such funds in the manner hereinafter provided. Purchases of Outstanding
28 Series 2013-A Bonds may be made by the District or the Treasurer through the Paying Agent

1 prior to the selection of Series 2013-A Bonds for redemption at public or private sale as and
2 when and at such prices as the District may in its discretion determine but only at prices
3 (including brokerage or other expenses) not more than par plus accrued interest. Any accrued
4 interest payable upon the purchase of Series 2013-A Bonds may be paid from the Debt Service
5 Fund for payment of interest on the next following Interest Payment Date. Any Series 2013-A
6 Bond purchased in lieu of redemption shall be transmitted to the Paying Agent and shall be
7 canceled by the Paying Agent upon surrender thereof, as provided for in Section 9(l) below and
8 shall not be re-issued or resold.

9
10 (k) Partial Redemption of Series 2013-A Bonds. Upon the surrender of any Series
11 2013-A Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner
12 thereof a new Series 2013-A Bond or Series 2013-A Bonds of like tenor and maturity and of
13 authorized denominations equal in Transfer Amounts to the unredeemed portion of the Series
14 2013-A Bond surrendered. Such partial redemption shall be valid upon payment of the amount
15 required to be paid to such Owner, and the District shall be released and discharged thereupon
16 from all liability to the extent of such payment.

17
18 (l) Cancellation of Redeemed Bonds. All Series 2013-A Bonds paid at maturity or
19 redeemed prior to maturity pursuant to the provisions of this Section and Section 16 shall be
20 canceled upon surrender thereof and be delivered to or upon the order of the County and the
21 District. All or any portion of a Series 2013-A Bond purchased by the Treasurer or the District
22 pursuant to subsection (i) above shall be canceled by the Paying Agent, and the Paying Agent
23 shall provide a written certification of such cancellation and destruction to the District.

24
25 (m) Bonds No Longer Outstanding. When any Series 2013-A Bonds (or portion(s)
26 thereof), which have been duly called for redemption prior to maturity under the provisions of
27 this Resolution, or with respect to which irrevocable instructions to call for redemption prior to
28 maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory

1 to it, and sufficient monies shall be held by the Paying Agent irrevocably in trust for the payment
2 of the redemption price of such Series 2013-A Bonds or portions thereof, and, in the case of
3 Series 2013-A Bonds, accrued interest with respect thereto to the date fixed for redemption, all
4 as provided in this Resolution, then such Series 2013-A Bonds shall no longer be deemed
5 outstanding and shall be surrendered to the Paying Agent for cancellation.

6
7 **Section 10. Form of Bonds; Temporary Bonds; CUSIP® Numbers.** The Series 2013-
8 A Bonds shall be substantially in conformity with the standard form of registered school district
9 general obligation bonds, copies of which are attached hereto as Exhibit "B" (as to the Current
10 Interest Bonds), Exhibit "C" (as to the Capital Appreciation Bonds) and Exhibit "D" (as to the
11 Convertible Capital Appreciation Bonds) and incorporated herein by this reference as if set forth
12 in full, with necessary or appropriate variations, omissions and insertions as may be permitted or
13 required by this Resolution and to conform with the requirements of the Purchase Agreement.
14 One bond certificate shall be issued for each maturity of the Current Interest Bonds of the same
15 interest rate and one bond certificate shall be issued for each maturity of the Capital Appreciation
16 Bonds.

17
18 The Series 2013-A Bonds may be initially issued in temporary form exchangeable for
19 definitive Series 2013-A Bonds when ready for delivery. The temporary Series 2013-A Bonds
20 may be printed, lithographed or typewritten, shall be of such denominations as may be
21 determined by the Treasurer and the District, and may contain such reference to any of the
22 provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by
23 the County upon the same conditions and in substantially the same manner as the definitive
24 Series 2013-A Bonds. If the County issues temporary Series 2013-A Bonds, it will execute and
25 furnish definitive Series 2013-A Bonds without delay, and thereupon the temporary Series 2013-
26 A Bonds may be surrendered, for cancellation, in exchange therefor at the principal office of the
27 Paying Agent and the Paying Agent shall deliver in exchange for such temporary Series 2013-A
28 Bonds an equal aggregate Principal Amount of definitive Series 2013-A Bonds of authorized

1 denominations. Until so exchanged, the temporary Series 2013-A Bonds shall be entitled to the
2 same benefits pursuant to this Resolution as definitive Series 2013-A Bonds executed and
3 delivered hereunder.

4
5 "CUSIP®" identification numbers shall be imprinted on the Series 2013-A Bonds, but
6 such numbers shall not constitute a part of the contract evidenced by the Series 2013-A Bonds
7 and any error or omission with respect thereto shall not constitute cause for refusal of the
8 Purchaser to accept delivery of and pay for the Series 2013-A Bonds. In addition, failure on the
9 part of the County or the District to use such CUSIP® numbers in any notice to Owners of the
10 Series 2013-A Bonds shall not constitute an event of default or any violation of the District's
11 contract with such Owners and shall not impair the effectiveness of any such notice.

12
13 **Section 11. Execution of Bonds; Authentication.** The Series 2013-A Bonds shall be
14 executed by the manual or facsimile signature of the Chair of the County Board ("Chair") and
15 the Treasurer, or any designated deputy of the Treasurer, and countersigned by the manual or
16 facsimile signature of the Clerk of the County Board or any designated deputy, and the official
17 seal of the County affixed thereto. The facsimile signatures of the Chair, the Treasurer and/or
18 the Clerk of the County Board may be printed, lithographed, engraved, typewritten or otherwise
19 mechanically reproduced. The County Board hereby directs that the provisions of Education
20 Code Sections 15181 and 15182 shall apply to such execution of the Series 2013-A Bonds.

21
22 No Series 2013-A Bond shall be valid or obligatory for any purpose or shall be entitled to
23 any security or benefit under this Resolution unless and until the certificate of authentication
24 printed on the Series 2013-A Bond is signed by the Paying Agent as authenticating agent for the
25 Series 2013-A Bonds. Authentication by the Paying Agent shall be conclusive evidence that the
26 Series 2013-A Bond so authenticated has been duly issued, signed and delivered under this
27 Resolution and is entitled to the security and benefit of this Resolution.

1 **Section 12. Delivery of Bonds.** The proper officials of the County, in cooperation with
2 the District and the District's agents and consultants, shall cause the Series 2013-A Bonds to be
3 prepared and, following their sale, shall have the Series 2013-A Bonds executed and delivered
4 (as set forth herein), to the original purchaser (Underwriter) upon payment of the purchase price
5 in immediately available funds as set forth in the Purchase Agreement.
6

7 **Section 13. Bond Registration; Transfers.** As hereinafter provided, the Bonds shall be
8 delivered in a form and with such terms as will permit them to be in book-entry only form,
9 deposited with DTC. If the book-entry only system is no longer in effect, the District will cause
10 the Paying Agent to maintain and keep at its principal corporate trust office all books and records
11 necessary for the registration, exchange and transfer of certificated Bonds as provided in this
12 Section ("Bond Register") and which Bond Register shall, upon reasonable notice, be open to
13 inspection by the District. While the book-entry only system is in effect, such books need not be
14 kept, as the Bonds will be represented by one Bond for each maturity registered in the name of
15 Cede & Co., as nominee for DTC.
16

17 Subject to the provisions of Section 14 below, the person in whose name a Bond is
18 registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all
19 purposes of this Resolution. Payment of or on account of the Principal, premium, if any,
20 Accreted Value of and interest on any Bond, as applicable, shall be made only to or upon the
21 order of the Owner thereof; the District, the County and the Paying Agent shall not be affected
22 by any notice to the contrary, but the registration may be changed as provided in this Section.
23 All such payments shall be valid and effectual to satisfy and discharge the District's liability
24 upon the Bonds, including interest, to the extent of the amount or amounts so paid.
25

26 Any Bond may be exchanged for Bonds of the same series (and sub-series, as applicable)
27 of any other authorized denomination upon presentation and surrender at the principal corporate
28 trust office of the Paying Agent, together with a request for exchange signed by the Owner or by

1 a person legally empowered to do so in a form satisfactory to the Paying Agent in its capacity as
2 bond registrar. Any Bond may, in accordance with its terms (but only if the District determines
3 no longer to maintain the book-entry only status of the Bonds, DTC determines to discontinue
4 providing such services and no successor securities depository is named or DTC requests the
5 District to deliver certificated securities to particular DTC Participants, as deemed below), be
6 transferred, upon the books required to be kept pursuant to the provisions of this Section, by the
7 Owner, in person or by his or her duly authorized attorney, upon surrender of such Bond for
8 cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument
9 of transfer in a form approved by the Paying Agent, duly executed.

10
11 If manual signatures on behalf of the County are required in connection with an exchange
12 or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the
13 new Bonds are signed by the authorized officers of the County. In all cases of exchanged or
14 transferred Bonds, the County shall sign and the Paying Agent shall authenticate and deliver
15 Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall
16 be paid by the requesting party. Those charges may be required to be paid before the procedure
17 is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be
18 valid obligations of the District, evidencing the same debt, and entitled to the same security and
19 benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

20
21 Any Bond surrendered to the Paying Agent for payment, retirement, exchange,
22 replacement or transfer shall be canceled by the Paying Agent. The District and the County may
23 at any time deliver to the Paying Agent for cancellation any previously authenticated and
24 delivered Bonds that the District and the County may have acquired in any manner whatsoever,
25 and those Bonds shall be promptly canceled by the Paying Agent. Written reports of the
26 surrender and cancellation of Bonds shall be made to the District and the County by the Paying
27 Agent and updated annually. The canceled Bonds shall be destroyed by the Paying Agent in
28 accordance with its procedures as confirmed in writing to the District.

1
2 Neither the District, the County nor the Paying Agent will be required to: (a) issue or
3 transfer any Bonds during a period beginning the day after the Record Date next preceding any
4 Interest Payment Date or beginning on the date of selection of Bonds to be redeemed and ending
5 with the close of business on the Interest Payment Date or day on which the applicable notice of
6 redemption is given, as applicable, or (b) transfer any Bonds which have been selected or called
7 for redemption in whole or in part.
8

9 **Section 14. Book-Entry System.** Except as provided below, the owner of all of the
10 Bonds shall be The Depository Trust Company, New York, New York (DTC), and the Bonds
11 shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially
12 executed and delivered in the form of a single, fully-registered Bond for each maturity (which
13 may be typewritten). Upon initial execution and delivery, as provided for herein, the ownership
14 of such Bond shall be registered in the Bond Register in the name of the Nominee identified
15 below as nominee of The Depository Trust Company, New York, New York, and its successors
16 and assigns. Except as hereinafter provided, all of the Outstanding Bonds shall be registered in
17 the Bond Register in the name of the nominee of the Depository, which may be the Depository,
18 as determined from time to time pursuant to this Section ("Nominee"). With respect to the
19 Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the
20 Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other
21 financial institutions from time to time for which the Depository holds Bonds as securities
22 depository ("Participant") or to any person on behalf of which such a Participant holds an
23 interest in the Bonds. Without limiting the immediately preceding sentence, neither the District
24 nor the Paying Agent shall have any responsibility or obligation (unless the District is at such
25 time the Depository) with respect to (i) the accuracy of the records of the Depository, the
26 Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery
27 to any Participant or any other person, other than an Owner of a Bond as shown in the Bond
28 Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the

1 selection by the Depository and its Participants of the beneficial interests in the Bonds to be
2 redeemed in the event the District redeems the Bonds in part, or (iv) the payment to any
3 Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of
4 any amount with respect to the Principal, premium, if any, and Accreted Value of or interest on
5 the Bonds. The District and the Paying Agent may treat and consider the person in whose name
6 each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for
7 the purpose of payment of principal and premium, if any, of and interest, as applicable, with
8 respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other
9 matters with respect to such Bond, for the purpose of registering transfers with respect to such
10 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal,
11 premium, if any, and Accreted Value of and interest on the Bonds, as applicable, only to or upon
12 the order of the respective Owner of the Bond, as shown in the Bond Register, or his respective
13 attorney duly authorized in writing, and all such payments shall be valid and effective to fully
14 satisfy and discharge the District's obligations with respect to payment of Principal, premium, if
15 any, and Accreted Value of and interest on the Bonds, as applicable, to the extent of the sum or
16 sums so paid. No person other than an Owner of a Bond, as shown in the Bond Register, shall
17 receive a Bond evidencing the obligation of the District to make payments of principal, premium,
18 if any, and interest, as applicable. Upon delivery by the Depository to the Owners of the Bonds
19 and the District of written notice to the effect that the Depository has determined to substitute a
20 new nominee in place of the Nominee, and subject to the provisions herein with respect to
21 Record Dates, the word Nominee in this Resolution shall refer to such nominee of the
22 Depository.

23
24 In order to qualify the Bonds for the Depository's book-entry system, the District is
25 executing and delivering to the Depository a Representation Letter. The execution and delivery
26 of the Representation Letter shall not in any other way limit the provisions of this Section or in
27 any other way impose upon the District any obligation whatsoever with respect to persons having
28 interests in the Bonds other than the owners of the Bonds, as shown on the Bond Register. In

1 addition to the execution and delivery of the Representation Letter, the District shall take such
2 other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the
3 Bonds for the Depository's book-entry program.

4
5 In the event: (i) the Depository determines not to continue to act as securities depository
6 for the Bonds; or (ii) the Depository shall no longer so act and gives notice to the District of such
7 determination, then the District will discontinue the book-entry system with the Depository. If
8 the District determines to replace the Depository with another qualified securities depository, the
9 District shall prepare or direct the preparation of a new single, separate, fully registered Bond,
10 per maturity, registered in the name of such successor or substitute qualified securities depository
11 or its nominee. If the District fails to identify another qualified securities depository to replace
12 the Depository, then the Bonds shall no longer be restricted to being registered in the Bond
13 Register in the name of the Nominee, but shall be registered in whatever name or names owners
14 of the Bonds transferring or exchanging Bonds shall designate, in accordance with provisions of
15 this Resolution, and the District shall prepare and deliver Bonds to the owners thereof for such
16 purpose.

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

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

8
9 Notwithstanding any other provisions of this Resolution to the contrary, so long as any
10 Bond is registered in the name of the Nominee, all payments with respect to Principal, premium,
11 if any, and Accreted Value of, and interest on such Bond and all notices with respect to such
12 Bond shall be made and given, respectively, as provided in the Representation Letter or as
13 otherwise instructed by the Depository and acceptable to the District. The initial depository
14 under this Section shall be the Depository. The initial nominee shall be Cede & Co., as Nominee
15 of the Depository.

16
17 The County, the District and the Paying Agent shall have no responsibility for
18 transmitting payments to, communicating with, notifying, or otherwise dealing with any
19 beneficial owners of the Series 2013-A Bonds and neither the County, the District nor the Paying
20 Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or
21 to any other party, including the Depository or its Nominee for any failure of the Depository or
22 its Nominee to provide notices, distribute payments on the Series 2013-A Bonds nor take other
23 actions concerning the beneficial owners of the Series 2013-A Bonds which are the
24 responsibility of the Depository or its Nominee. As to the District, the foregoing is subject to the
25 express provisions of the Representation Letter.

1 **Section 15. Paying Agent.**

2 (a) At the request and direction of the District, U.S. Bank National Association is
3 hereby confirmed as the initial authenticating agent, bond registrar, transfer agent and paying
4 agent (collectively, "Paying Agent") for the Series 2013-A Bonds. All fees and expenses
5 incurred for services of the Paying Agent shall be the sole responsibility of the District, subject
6 to the terms hereof. The Paying Agent may also function as the dissemination agent for the
7 Series 2013-A Bonds and if so acting, shall perform all duties and obligations as set forth in the
8 Continuing Disclosure Agreement, as described in Section 23 hereof.

9
10 (b) The Paying Agent may, at any time, resign as Paying Agent upon 60 days' prior
11 written notice to the Treasurer and the District, and the Paying Agent may be removed at any
12 time upon 30 days' written notice by the District. If at any time the Paying Agent shall resign or
13 be removed, the District shall appoint a successor Paying Agent, with the written consent of the
14 Treasurer, which shall be a bank or trust company doing business in and having a principal
15 corporate trust office in the County or Los Angeles County, California, or such other location as
16 the District shall expressly consent to, with at least \$50,000,000 in assets and willing and able to
17 accept the office on reasonable and customary terms and authorized by law to perform all the
18 duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its
19 duties and obligations hereunder by executing and delivering to the District a written acceptance
20 thereof. Resignation or removal of the Paying Agent shall be effective only upon appointment
21 and acceptance of a successor Paying Agent. The Paying Agent shall keep accurate records of
22 all funds administered by it and of all Series 2013-A Bonds paid and discharged by it. Such
23 records shall be provided, upon reasonable request and reasonable notice to the Paying Agent, in
24 a format mutually agreeable to the District, the Paying Agent and the County.

25
26 (c) In the event of the resignation or removal of the Paying Agent, such Paying Agent
27 shall pay over, assign and deliver any monies held by it as Paying Agent to its successor. In the
28 event of a replacement of the Paying Agent, the Paying Agent shall serve in such capacity until

1 the successor Paying Agent has accepted such position and appointment. The County shall
2 promptly cause to be mailed, at the District's direction and expense, the name and principal
3 corporate trust office address of the Paying Agent appointed to replace any resigned or removed
4 Paying Agent to the Informational Services and to DTC.

5
6 (d) Any company or association into which a successor Paying Agent may be merged
7 or converted or with which it may be consolidated or any company resulting from any merger,
8 conversion or consolidation to which it shall be a party or any company or association to which
9 the Paying Agent may sell or transfer all or substantially all of its corporate trust business,
10 provided that such company or association shall be eligible under Section 15(b), shall be the
11 successor to the Paying Agent and vested with all of the title to the trust estate and all of the
12 trust, powers, discretions, immunities, privileges and all other matters as was its predecessor,
13 without the execution or filing of any paper or further act, anything herein to the contrary
14 notwithstanding. All costs associated with the Paying Agent's merger or consolidation with
15 another bank or trust company shall be paid by the successor Paying Agent. No expense
16 resulting from such merger or consolidation shall be billed to the District.

17
18 (e) The Paying Agent may, to the extent permitted by applicable law, become the
19 Owner of any of the Outstanding Series 2013-A Bonds.

20
21 (f) The District shall be responsible to pay all fees, costs and expenses of the Paying
22 Agent, subject to the provisions of Section 17 hereof.

23
24 (g) All documents received by the Paying Agent under the provisions of this
25 Resolution shall be retained in its possession at the Office of the Paying Agent and shall be
26 subject during business hours and upon reasonable notice to the inspection of the District or the
27 Owners and their agents and representatives duly authorized in writing.

1 **Section 16. Payment of Principal and Interest.** The Principal, premium, if any, or
2 Accreted Value of, and interest on, the Series 2013-A Bonds, as applicable, shall be payable in
3 lawful money of the United States of America without deduction for the services of the Paying
4 Agent. Interest on Current Interest Bonds and Convertible Capital Appreciation Bonds after the
5 Conversion Date shall be paid on each Bond Payment Date by check mailed by first-class mail to
6 the person in whose name the Bond is registered, and to that person's address appearing on the
7 Bond Register (as described in Section 13) on the Record Date. The Owner of an aggregate
8 Principal Amount of Current Interest Bonds, Accreted Value of Capital Appreciation Bonds or
9 Conversion Value of Convertible Capital Appreciation Bonds of \$1,000,000 or more may
10 request, in writing, prior to the close of business on the Record Date preceding each Interest
11 Payment Date, to the Paying Agent that such Owner be paid interest by wire transfer to the bank
12 within the continental United States and account number on file with the Paying Agent as of the
13 Record Date.

14
15 Payments of Principal and redemption premiums, if any, with respect to the Current
16 Interest Bonds, and the payments of Maturity Value, and redemption premiums, if any, with
17 respect to the Capital Appreciation Bonds or Convertible Capital Appreciation Bonds, as
18 applicable, shall be payable at maturity or redemption upon surrender at the Office of the Paying
19 Agent, or such other location as the Paying Agent shall designate to the County and the District
20 in writing. In the event the Paying Agent shall provide written notice of a change in the location
21 for payment of Principal, redemption premiums and Maturity Value on the Bonds, as applicable,
22 the Paying Agent shall thereafter provide notice of such change to the Informational Services and
23 Securities Depositories of such change. The Paying Agent is hereby authorized to pay the Series
24 2013-A Bonds when duly presented for payment at maturity and to cancel all Series 2013-A
25 Bonds upon payment thereof.
26
27
28

1 In the event any payment is required to be made hereunder on a day which is not a
2 Business Day, such payment shall be made on the next succeeding Business Day with the same
3 effect as if made on such non-Business Day.

4
5 The Series 2013-A Bonds (regardless of sub-series) are the general obligations of the
6 District secured by *ad valorem* taxes levied and collected pursuant to the Authorization, the
7 California Constitution and State law and do not constitute an obligation of the County except to
8 provide for the levy and collection of the *ad valorem* taxes and payment of funds to the Paying
9 Agent as set forth in Section 16 hereof. No part of any fund of the County is pledged or
10 obligated to the payment of the Series 2013-A Bonds.

11
12 **Section 17. Source of Payment; Security for the Series 2013-A Bonds.** Pursuant to
13 the California Constitution, the Authorization and California law, there shall be levied by the
14 County, pursuant to Education Code Sections 15250 *et seq.*, on all the taxable property in the
15 District located within the County, in addition to all other taxes, a continuing direct *ad valorem*
16 tax annually during the period the Series 2013-A Bonds are Outstanding, commencing in Fiscal
17 Year 2013/2014, or as shall be applicable given the debt service requirements of the Series 2013-
18 A Bonds as issued and delivered, in an amount sufficient to pay the Principal and Accreted
19 Value of, and interest on, the Series 2013-A Bonds when due, which monies when collected will
20 be placed in the Debt Service Fund established in Section 20 hereof. The Debt Service Fund is
21 irrevocably pledged for the payment of the Principal and Accreted Value of, interest on, and
22 redemption premium, if any, on the Series 2013-A Bonds, as applicable, when and as the same
23 fall due along with administrative costs and expenses for the Series 2013-A Bonds including fees
24 and expenses of the Paying Agent.

25
26 The monies held in the Debt Service Fund, to the extent necessary to pay the Principal,
27 premium, if any, and Accreted Value of and interest on the Series 2013-A Bonds as the same
28 become due and payable, shall be transferred by the County to the Paying Agent as necessary to

1 pay the Principal, premium, if any and Accreted Value of and interest on the Series 2013-A
2 Bonds, as applicable, as set out in California law, and in the District Resolution and herein.

3
4 The monies in the Debt Service Fund, to the extent necessary to pay the Principal and
5 Accreted Value of, interest on, and redemption premium, if any, on the Series 2013-A Bonds as
6 the same become due and payable, shall be transferred by the Treasurer, or his or her designee or
7 deputy, to the Paying Agent (sufficiently in advance of each Interest Payment Date to allow for
8 timely payment by the Paying Agent of Principal, Accreted Value of, interest on, and redemption
9 premium, if any, on the Series 2013-A Bonds, as applicable) who in turn, shall pay such monies
10 to the Depository to pay the Principal and Accreted Value of, interest on, and redemption
11 premium, if any, on the Series 2013-A Bonds, as applicable, when due. The Depository will
12 thereupon make payments of Principal and Accreted Value of, interest on, and redemption
13 premium, if any, on the Series 2013-A Bonds, as applicable, to the Depository Participants who
14 will thereupon make payments of Principal and Accreted Value, interest and redemption
15 premium, if any, to the beneficial owners of the Series 2013-A Bonds. The County, the District
16 and the Paying Agent shall have no responsibility for transmitting payments to, communicating
17 with, notifying, or otherwise dealing with any beneficial owners of the Series 2013-A Bonds,
18 except as expressly provided for herein, and neither the County, the District nor the Paying
19 Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of
20 the Series 2013-A Bonds or to any other party, including the Depositor or its successor, beyond
21 those responsibilities expressly set forth herein. Any monies remaining in the Debt Service Fund
22 after all of the Series 2013-A Bonds, the interest thereon, Accreted Value thereof and redemption
23 premium, if any, as applicable, have been paid, or provision for such payment has been made,
24 shall be transferred to the General Fund of the District pursuant to the Education Code Section
25 15235, or any successor section thereto.

26
27 **Section 18. Defeasance.** The Series 2013-A Bonds may be defeased prior to maturity in
28 the following ways:

1 (a) Cash: By irrevocably depositing with a bank or trust company, in escrow, an
2 amount of cash which, together with amounts then on deposit in the Debt Service Fund,
3 is sufficient to pay all Series 2013-A Bonds Outstanding, including all Principal and
4 interest and premium, if any; or

5
6 (b) Defeasance Securities: By irrevocably depositing with a bank or trust company,
7 in escrow, noncallable Defeasance Securities, permitted under Section 149(d) of the Code
8 thereto together with cash, if required, in such amount as will, in the opinion of an
9 independent certified public accountant, together with interest to accrue thereon and
10 monies then on deposit in the Debt Service Fund, together with the interest to accrue
11 thereon, be fully sufficient to pay and discharge all Series 2013-A Bonds (including all
12 Principal and interest represented thereby and redemption premiums, if any) at or before
13 their maturity date;

14
15 *then*, notwithstanding that any Series 2013-A Bonds shall not have been surrendered for
16 payment, all obligations of the District and the County with respect to all Outstanding Series
17 2013-A Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay
18 or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section 18, to
19 the Owners of the Series 2013-A Bonds not so surrendered and paid all sums due with respect
20 thereto.

21
22 For purposes of this Section and Section 19, "Defeasance Securities" shall mean:

23
24 Direct and general obligations of the United States of America (including State and Local
25 Government Series), or obligations that are unconditionally guaranteed as to principal and
26 interest by the United States of America, including (in the case of direct and general obligations
27 of the United States of America) evidence of direct ownership or proportionate interests in future
28 interest or principal payments of such obligations. In the case of investments in such

1 proportionate interests, such proportionate interests shall be limited to circumstances wherein (a)
2 a bank or trust company acts as custodian and holds the underlying Defeasance Obligations; (b)
3 the owner of the investment is the real party in interest and has the right to proceed directly and
4 individually against the obligor of the underlying Defeasance Obligations; and (c) the underlying
5 Defeasance Obligations are held in a special account, segregated from the custodian's general
6 assets, and are not available to satisfy any claim of the custodian, any person claiming through
7 the custodian, or any person to whom the custodian may be obligated; provided that such
8 obligations are rated or assessed at the highest then-prevailing United States Treasury securities
9 rate.

10
11 For purposes of this Section 18, and Section 19, the escrow agent bank and verification
12 agent shall be selected by the District. Any such escrow bank or trust company shall conform to
13 the successor paying agent requirements of Section 15 hereof. All costs for defeasance of the
14 Series 2013-A Bonds shall be paid by the District.

15
16 **Section 19. Partial Defeasance.** A portion of the then-Outstanding maturities of the
17 Series 2013-A Bonds may be defeased prior to maturity in the following ways:

18
19 (a) Cash: by irrevocably depositing with a bank or trust company, in escrow, an
20 amount of cash which, together with amounts then on deposit in the Debt Service Fund,
21 is sufficient to pay the designated Outstanding maturities of Series 2013-A Bonds,
22 including all Principal and interest and premium, if any; or

23
24 (b) Defeasance Securities: by irrevocably depositing with a bank or trust company,
25 in escrow, noncallable Defeasance Securities, permitted under Section 149(d) of the Code
26 together with cash, if required, in such an amount as will, in the opinion of an
27 independent certified public accountant, together with interest to accrue thereon, be fully
28 sufficient to pay and discharge the designated maturities of Series 2013-A Bonds

1 (including all Principal and interest represented thereby and redemption premiums, if
2 any) at or before their maturity date;

3
4 *then*, notwithstanding that any of such designated maturities of Series 2013-A Bonds shall not
5 have been surrendered for payment, all obligations of the District and the County with respect to
6 such Outstanding maturities of Series 2013-A Bonds shall cease and terminate, except only the
7 obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to
8 paragraphs (a) or (b) of this Section 19, to the Owners of the Series 2013-A Bonds of such
9 maturities designated for redemption not so surrendered and paid all sums due with respect
10 thereto.

11
12 **Section 20. Establishment of Funds; Disposition of Proceeds of the Series 2013-A**
13 **Bonds; Investment.**

14
15 (a) The net proceeds from the sale of the Series 2013-A Bonds, to the extent of the
16 net Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created
17 and established by the County and to be designated as the "Temecula Valley Unified School
18 District General Obligation Bonds, 2012 Election, Series 2013-A Bonds Building Fund"
19 ("Building Fund") of the District, and shall be kept separate and distinct from all other District
20 and County funds, and those proceeds shall be used solely for the purpose for which the Series
21 2013-A Bonds are being issued and for payment of permissible costs of issuance of the Series
22 2013-A Bonds and provided further that such proceeds shall be applied solely to authorized
23 purposes for which the Series 2013-A Bonds were authorized as directed in writing by the
24 District. Such purposes include payment for any costs of issuance of the Series 2013-A Bonds.
25 The County shall have no obligation to ensure that the proceeds are applied in accordance with
26 the preceding sentence. The interest earned on the monies deposited to the Building Fund, or the
27 account(s) thereof, shall be deposited to such Fund, and corresponding account(s) and such
28

monies shall be used for the purposes for which the Series 2013-A Bonds were authorized at the direction of the District.

(b) The accrued interest, if any, and any premium received by the County or the District from the sale of the Series 2013-A Bonds (if any, after all or a portion of the bond insurance premium and any other allowable costs of issuance are paid by the Underwriter therefrom pursuant to the provisions of the Purchase Agreement), as well as tax revenues collected by the County pursuant to Section 17 hereof and Sections 15250 *et seq.* of the Education Code, shall be deposited and kept separate and apart in the fund established and held by the Treasurer and designated as the "Temecula Valley Unified School District General Obligation Bonds, 2012 Election, Series 2013-A Bonds Debt Service Fund" ("Debt Service Fund") for the Series 2013-A Bonds and used for payments of Principal and Accreted Value of, interest on, and redemption premium, if any, as applicable, on the Series 2013-A Bonds when and as such become due. *Ad valorem* taxes collected by the County pursuant to State law and Section 17 hereof shall be deposited by the County into the Debt Service Fund and applied, pursuant to the provisions of State law and this Resolution, only for payments of Principal and Accreted Value of, interest on and redemption premium, if any, on the Series 2013-A Bonds when due. Funds held in the Debt Service Fund are irrevocably pledged to the payment of Principal and Accreted Value of, interest on and redemption premium, if any, on the Series 2013-A Bonds when due. Except as required below to satisfy the requirements of Section 148(f) of the Code, as may be applicable, interest earned on investments of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal and Accreted Value of, interest on, and redemption premium, if any, on the Series 2013-A Bonds, as applicable, when and as such become due. Prior to each such Bond Payment Date (and subject to the applicable provisions of Section 17 hereof), the Treasurer shall transfer to the Paying Agent, for subsequent disbursement to the beneficial Owners of the Series 2013-A Bonds, pursuant to the provisions hereof, monies from the Debt Service Fund sufficient to pay Principal and Accreted Value of, interest on and premium (if any) on the Series 2013-A Bonds due on such Bond Payment Date.

1 The Paying Agent shall hold all such monies transferred to it, pursuant to the foregoing sentence,
2 uninvested. If, after payment in full of all Principal and Accreted Value, redemption premium, if
3 any, and interest on the Series 2013-A Bonds, there remain funds in the Debt Service Fund, any
4 such excess amounts shall be transferred to the General Fund of the District.

5
6 (c) The District shall, at such time as shall be necessary, establish and create the
7 "Temecula Valley Unified School District General Obligation Bonds, Series 2013-A, Rebate
8 Fund" ("Rebate Fund"), which fund shall be kept separate and distinct from all other District
9 funds, and into which the District shall deposit, or direct deposit of, funds used to satisfy any
10 requirement to make rebate payments to the United States pursuant to Section 148 of the Code
11 and the Treasury Regulations promulgated thereunder as shall be applicable to the Series 2013-A
12 Bonds. The principal requirements for rebate payments applicable to the Series 2013-A Bonds
13 shall be as set forth in the Tax Certificate as executed and delivered by the District. The Rebate
14 Fund (if and when established pursuant to the requirements of the Tax Certificate) may, at the
15 discretion of the District, be held by the Paying Agent or the County. Responsibility for
16 determining and calculating rebate payments, if any, due with regard to the Series 2013-A Bonds
17 are the responsibility of the District as further set forth in Section 24. Monies in the Rebate Fund
18 shall be invested in compliance with the limitations of the Code.

19
20 (d) Any excess proceeds of the Series 2013-A Bonds in the Building Fund, inclusive
21 of interest earnings, not needed for the authorized purposes set forth herein shall be transferred to
22 the Debt Service Fund and applied to the payment of Principal and Accreted Value of, interest
23 on, and redemption premium, if any, on the Series 2013-A Bonds at the written direction of the
24 District. If, after payment in full of the Series 2013-A Bonds, there remain excess proceeds
25 and/or interest earnings, any such excess amounts shall be transferred to the General Fund of the
26 District to be applied in accordance with law.

1 (e) All proceeds of the Series 2013-A Bonds and interest earning thereon shall be
2 invested 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 Building Fund and the Debt Service
5 Fund pursuant to State law and the then-current investment policy of the County. The Treasurer
6 assumes no responsibility for the reporting, reconciling and monitoring in or for the investment
7 of proceeds of the Series 2013-A Bonds where such investment is in an investment not under the
8 control or management of the Treasurer or Treasurer's office.
9

10 **Section 21. Bond Insurance.** In the event the District elects to purchase bond insurance
11 for all or a portion of the Series 2013-A Bonds, and to the extent that the Bond Insurer makes
12 payment of the Principal or Accreted Value of, or interest on, the Series 2013-A Bonds (or
13 specific maturities thereof), it shall become the Owner of such Series 2013-A Bonds (or specific
14 maturities thereof) with the right to payment of Principal and Accreted Value of, or interest on,
15 the Series 2013-A Bonds (or specific maturities thereof), and shall be fully subrogated to all of
16 the Owners' rights, including the Owners' rights to payment thereof. To evidence such
17 subrogation (i) in the case of subrogation as to claims that were past due interest components, the
18 Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register upon receipt
19 of a copy of the canceled check issued by the Series 2013-A Bond Insurer for the payment of
20 such interest to the Owners of the Series 2013-A Bonds, and (ii) in the case of subrogation as to
21 claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the
22 Bond Register upon surrender of the Series 2013-A Bonds by the Owners thereof to the Bond
23 Insurer or the insurance trustee for the Bond Insurer. The officers and officials of the County are
24 authorized to take all other and further necessary actions to arrange for the delivery of the bond
25 insurance policy, if such is purchased by, or on behalf of, the District and for the Series 2013-A
26 Bonds. In the event that the Bond Insurer requires additional agreements, covenants or
27 conditions to the issuance of the bond insurance policy, the Designated Officer may deliver or
28 agree to such; provided, however, that applicable law(s) shall be complied with and any such

1 agreement, covenants or conditions shall be consistent with the provisions of this Resolution and
2 the District Resolution and be satisfactory to the Designated Officer.

3
4 **Section 22. Preliminary Official Statement; Official Statement.** The District shall
5 authorize, and shall be responsible for, preparing a preliminary and final Official Statement for
6 the Series 2013-A Bonds meeting the requirements of Securities and Exchange Commission
7 (“SEC”) Rule 15c2-12. Such preliminary Official Statement and final Official Statement are
8 collectively referred to herein as the “Official Statement.” Neither the County Board nor any
9 officer of the County has prepared or reviewed the Official Statement of the District describing
10 the Series 2013-A Bonds, and this County Board and the various officers of the County take no
11 responsibility for the contents or distribution thereof; provided, however, that solely with respect
12 to a section(s) contained, or to be contained, therein describing the County's investment policy,
13 current portfolio holdings, and valuation procedures, as they may relate to funds of the District
14 held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare
15 and review such information for inclusion in the Official Statement and the Preliminary Official
16 Statement, and to certify in writing prior to or upon the issuance of the Series 2013-A Bonds that
17 the information contained in such section(s) does not contain any untrue statement of a material
18 fact or omit to state any material fact necessary in order to make the statements made therein, in
19 the light of the circumstances under which they are made, not misleading.

20
21 **Section 23. Continuing Disclosure.** “Continuing Disclosure Agreement” shall mean
22 that certain Continuing Disclosure Agreement entered into by the District, as originally executed
23 and as it may be amended from time to time in accordance with the terms thereof.

24
25 The District has covenanted and agreed that it will comply with and carry out all of the
26 terms and conditions of the Continuing Disclosure Agreement (as defined above), which shall be
27 entered into by District and delivered at the time of delivery of the Series 2013-A Bonds.
28 Notwithstanding any other provisions of this Resolution, failure of the District to comply with

1 the Continuing Disclosure Agreement shall not be considered a default by the District hereunder
2 or under the Series 2013-A Bonds; however, any underwriter or any holder or beneficial Owner
3 of the Series 2013-A Bonds may take such actions as may be necessary and appropriate to
4 compel performance, including seeking mandate or specific performance by court order.

5
6 **Section 24. Tax and Arbitrage Matters.**

7
8 (a) The District has represented that it shall not take any action, or fail to take any
9 action if such action or failure to take such action would adversely affect the exclusion from
10 gross income of the interest payable on the Series 2013-A Bonds under Section 103 of the Code.

11
12 (b) The District has covenanted to restrict the use of the proceeds of the Series 2013-
13 A Bonds in such manner and to such extent, if any, as may be necessary, so that the Series 2013-
14 A Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and the applicable
15 regulations prescribed under that section or any successor section. Calculations for determining
16 arbitrage requirements, and payment of any required monies, are the sole responsibility of the
17 District.

18
19 (c) The District in order to maintain the exclusion from gross income for federal
20 income tax purposes of the interest on the Series 2013-A Bonds, has covenanted to comply with
21 each applicable requirement of Section 103 and Sections 141 through 150 of the Code, as set
22 forth in the Tax Certificate to be delivered by the District on the Closing Date and executed by
23 the District, and which shall be, upon its execution and delivery, incorporated herein by this
24 reference as a source of guidance for compliance with such provisions.

25
26 (d) The District has covenanted to at all times do and perform all other acts and
27 things necessary or desirable and within its powers to assure, for the purposes of California
28

1 personal and federal income taxation, that the tax-exempt status of the interest paid on the Series
2 2013-A Bonds to the recipients thereof will be preserved.

3
4 (e) Notwithstanding any other provision of this Resolution to the contrary, upon the
5 District's failure to observe, or refusal to comply with, the above covenants, no person other than
6 the Owners of the Series 2013-A Bonds shall be entitled to exercise any right or remedy as may
7 be provided to such Owners under this Resolution on the basis of the District's failure to
8 observe, or refusal to comply with, the above covenants.

9
10 **Section 25. County Books and Accounts.** The Treasurer, the Paying Agent and the
11 County will keep, or cause to be kept, proper books of record and accounts to record (i) the
12 amount of taxes collected pursuant to Section 17 hereof, (ii) all deposits, expenditure and
13 investment earnings on the Debt Service Fund and the Building Fund and any and all accounts or
14 subaccounts thereof, and (iii) all transfers of funds for the payment of Principal, interest,
15 Accreted Value or redemption premiums, as applicable, on the Series 2013-A Bonds. The
16 Treasurer shall provide regular periodic statements of such accounts to the District. Such books
17 of record and accounts shall at all times during business hours, upon reasonable notice, be
18 subject to the inspection of the District and the Owners of not less than ten percent (10%) of the
19 Principal Amount of the Series 2013-A Bonds then Outstanding, or their representatives
20 authorized in writing.

21
22 **Section 26. Execution of Documents by Bond Owners.** Any request, consent or other
23 instrument required by this Resolution to be signed and executed by Bond Owners may be in any
24 number of concurrent writings of substantially similar tenor and may be signed or executed by
25 such Bond Owners in person or by their agent or agents duly appointed in writing. Proof of the
26 execution of any such request, consent or other instrument or of a writing appointing any such
27 agent shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the
28 County, and the District, if made in the manner provided in this Section 26.

1
2 The fact and date of the execution by any person of any such request, consent or other
3 instrument or writing may be proved by the affidavit of a witness of such execution or by the
4 certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof
5 to take acknowledgements of deeds, certifying that the person signing such request, consent or
6 other instrument or writing acknowledged to him the execution thereof.

7
8 The ownership of the Series 2013-A Bonds shall be proved by the Bond Register. Any
9 request, consent or vote of the Owner of any Series 2013-A Bond shall bind every future Owner
10 of the same Series 2013-A Bond and the Owner of any Series 2013-A Bond issued in exchange
11 therefor or in lieu thereof, in respect of anything done or suffered to be done by the County or the
12 District, in pursuance of such request, consent or vote.

13
14 **Section 27. Unclaimed Monies.** Notwithstanding any of the foregoing provisions of
15 this Resolution, and subject to the escheat laws of the State, any monies held by the Paying
16 Agent for the payment of the principal and Accreted Value of, redemption premium, if any, or
17 interest on Series 2013-A Bonds, as applicable, remaining unclaimed for one year after the
18 corresponding maturity or redemption date for such Series 2013-A Bonds shall be returned by
19 the Paying Agent to the Treasurer, with any and all interest accrued thereon, for deposit into the
20 Debt Service Fund. Notwithstanding any other provisions of this Resolution, and subject to the
21 escheat laws of the State, any monies held in any fund created pursuant to this Resolution, or by
22 the Paying Agent in trust, for the payment of the Principal or Accreted Value of, redemption
23 premium, if any, or interest on Series 2013-A Bonds and remaining unclaimed for one year after
24 the Principal of all of the Series 2013-A Bonds have become due and payable (whether by
25 maturity or upon prior redemption) shall be, after payment in full of the Series 2013-A Bonds,
26 transferred to the General Fund of the District to be applied in accordance with law; provided,
27 however, that the Paying Agent, or the District, before making such payment, shall cause notice
28 to be mailed to the Owners of all Bonds that have not been paid, by first-class mail at the

1 addresses on the Bond Register, postage prepaid, not less than 90 days prior to the date of such
2 payment.

3
4 **Section 28. Conditions Precedent.** This County Board determines that all acts and
5 conditions necessary to be performed by the County precedent to and in the issuing of the Series
6 2013-A Bonds, in order to make them legal, valid and binding general obligations of the District
7 have been performed and have been met, or will at the time of delivery of the Bonds have been
8 performed and have been met, in regular and due form as required by law; that this County
9 Board has the power and is obligated to levy *ad valorem* taxes for the payment of the Bonds and
10 the interest thereon without limitation as to rate or amount upon all property within the District
11 subject to taxation (except for certain classes of personal property); and that no statutory or
12 Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of
13 the Series 2013-A Bonds.

14
15 **Section 29. Amendments.** The County may from time to time (which may be at the
16 request of the District, made in writing), and at any time, without notice to or consent of any of
17 the Owners, by action of the County Board, amend the provisions of this Resolution for any of
18 the following reasons:

19
20 (a) to cure any ambiguity, to correct or supplement any provision herein which may
21 be inconsistent with any other provision herein or therein, or to make any other provision with
22 respect to matters or questions arising under this Resolution, provided that such action shall not
23 adversely affect the interests of the Bond Owners;

24
25 (b) to add to the covenants and agreements of and the limitations and the restrictions
26 upon the District contained in this Resolution which are not contrary to or inconsistent with this
27 Resolution as theretofore in effect; and/or
28

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

3
4 In the event of any such amendment, the County shall promptly provide the District and
5 the Paying Agent with copies of such amendment and the action of the County Board approving
6 such amendment. Notice of any such amendment shall also be provided to the Owners by the
7 District in the next occurring Annual Report provided by the District under the terms of the
8 Continuing Disclosure Agreement.

9
10 No such amendment shall: (i) extend the fixed maturity of any Series 2013-A Bond,
11 reduce the amount of Principal, Conversion Value, Accreted Value or premium, if any, thereof or
12 the rate of interest thereon or extend the time of payment thereof, without the consent of the
13 Owner of each Series 2013-A Bond so affected, or (ii) modify or amend this Section without the
14 consent of the Owners of all the Series 2013-A 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 2013-A Bond(s) held by such Owner.

26
27 **Section 30. Benefits Limited to Parties.** Nothing in this Resolution, express or implied,
28 is intended to give to any person other than the County, the District, the Paying Agent and the

1 Owners of the Series 2013-A 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 31. Acceptance of Payment of County Costs.** This County Board hereby
7 accepts the District's offer of payment of the County's costs for the authorization, issuance and
8 sale of the Series 2013-A Bonds and authorizes County officers to provide an invoice to the
9 District for all such costs incurred.

10
11 **Section 32. Approval of Actions.** Officers of the County Board and County officials
12 and staff, including the Treasurer and the County Auditor and Controller, or their designee(s),
13 are hereby authorized and directed, jointly and severally, to do any and all things and to execute
14 and deliver any and all documents which they may deem necessary or advisable in order to
15 proceed with the issuance, sale and delivery of the Series 2013-A Bonds and otherwise carry out,
16 give effect to and comply with the terms and intent of this Resolution. Such actions heretofore
17 taken by such officers, officials and staff are hereby ratified, confirmed and approved.

18
19 **Section 33. Partial Invalidity; Severability.** If any one or more of the covenants or
20 agreements, or portions thereof, provided in this Resolution to be performed should be contrary
21 to law, then such covenant or covenants, such agreement or agreements, or such portions thereof,
22 shall be null and void and shall in no way affect the validity of this Resolution or of the Series
23 2013-A Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under
24 any applicable provisions of law. The County Board hereby declares that it would have adopted
25 this Resolution and each and every other section, paragraph, subdivision, sentence, clause and
26 phrase hereof and would have authorized the issuance of the Series 2013-A Bonds pursuant
27 hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences,
28

1 clauses or phrases of this Resolution or the application thereof to any person or circumstance
2 may be held to be unconstitutional, unenforceable or invalid.

3
4 **Section 34. Compliance With Law.** All acts, conditions and things required by law to
5 be done and performed in strict conformity with the laws authorizing the issuance of general
6 obligation bonds of the District, and the indebtedness of the District, including this proposed
7 issue of the Series 2013-A Bonds, is within all limits prescribed by law.

8
9 **Section 35. Effective Date.** This Resolution shall take effect immediately upon
10 adoption.

11
12 **Section 36. Clerk's Certificate.** The Clerk of the County Board is hereby directed to
13 provide certified copies of this Resolution to the Treasurer and the County Auditor and
14 Controller and to Bond Counsel immediately following its adoption at the following address:

15
16 Bowie, Arneson, Wiles & Giannone
17 4920 Campus Drive
18 Newport Beach, CA 92660
19 Attn: Robert E. Anslow

20
21 [Remainder of this page is blank]
22
23
24
25
26
27

1 The foregoing Resolution was on the 5th day of February, 2013, adopted by
2 the Board of Supervisors of the County of Riverside.
3
4

5 ROLL CALL:
6

7 Ayes: Jeffries, Stone, Benoit and Ashley
8 Nays: None
9 Absent: Tavaglione
10

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

13 KECIA HARPER-IHEM, Clerk of said Board

14 By: _____
15 Deputy
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

FORM OF BOND PURCHASE AGREEMENT

§ _____
**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES 2013-A
(Riverside County, California)**

BOND PURCHASE AGREEMENT

February [____], 2013

County of Riverside Treasurer and Tax-Collector
4080 Lemon Street
Riverside, California 92501

Board of Education
Temecula Valley Unified School District
31350 Rancho Vista Road
Temecula, California 92592

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus, as Underwriter (the “**Underwriter**”), offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the County of Riverside, California, (the “**County**”) and the Temecula Valley Unified School District (the “**District**”) which, upon acceptance hereof, will be binding upon the County, the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the County and the District and delivery of such acceptance to the Underwriter at or prior to 5:00 p.m., California time, on the date hereof.

Capitalized terms used but not defined in this Purchase Agreement have the meanings given in the County Resolution (as defined below).

The County and the District acknowledge and agree that (i) the purchase and sale of the Bonds (as hereinafter defined) pursuant to this Purchase Agreement is an arm’s-length commercial transaction among the County, the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as the agent or fiduciary of the County or the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the County or the District with respect to (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the County or the District on other matters) or (b) any other obligations to the County or the District except the obligations expressly set forth in this Purchase Agreement or otherwise imposed by law, (iv) the Underwriter has financial interests that differ from those of the County and the District, and (v) the County and the District have consulted their own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction. The [County and the] District acknowledge that [they have/it has] previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

1. **Purchase and Sale of the Bonds.** (a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, 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 \$_____ in aggregate principal amount of the District's general obligation bonds captioned above (the "**Bonds**").

(b) The Underwriter shall purchase the Bonds at a price of \$_____, which is equal to the \$_____ principal amount of the Bonds, plus an original issue premium of \$_____, less an Underwriter's discount of \$_____. In addition, the Underwriter shall retain and utilize amounts to be applied as set forth in Section 15 hereoff[, including payment of bond insurance premium paid directly to _____ (the "Bond Insurer"), as further set forth in Section 15 herein]. [The Bonds will be insured by the Bond Insurer.]

2. **The Bonds.** (a) The Bonds shall be issued as current interest bonds ("**Current Interest Bonds**"), capital appreciation bonds ("**Capital Appreciation Bonds**") and convertible capital appreciation bonds ("**Convertible Capital Appreciation Bonds**") and shall bear or accrete interest at the rates, shall mature in the years and shall pay principal, maturity value and accrued and accreted interest on the dates as set forth on Exhibit A attached to this Purchase Agreement and incorporated herein by this reference. The Bonds shall be dated their date of delivery.

(b) The Bonds shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of, the resolution of the District, adopted on January [22], 2013 (the "**District Resolution**"), the resolution of the Board of Supervisors of the County, adopted on February [], 2013 (the "**County Resolution**" and collectively with the District Resolution, the "**Resolutions**"), certain provisions of the California Constitution, California Government Code Sections 53506, et seq., and, to the extent applicable, the California Education Code Sections 15266(b), 15100 et seq., and 15140 et seq. (collectively, the "**Act**"), and other applicable provisions of law.

(c) Certain provisions for the optional and mandatory sinking fund redemption of the Bonds, not otherwise specified in the Resolutions, are shown in Exhibit A hereto, all as provided in the Resolutions.

(d) The Bonds shall be executed and delivered under and in accordance with this Purchase Agreement and the Resolutions. The Bonds shall be in book-entry form, shall bear CUSIP® numbers and shall be in fully-registered form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), New York, New York. The Bonds shall initially be in authorized denominations of \$5,000 maturity value each or any integral multiple of \$5,000. The form of the Bonds shall be made available to the Underwriter for purposes of inspection at least three business days prior to the Closing (as defined below).

(e) U.S. Bank National Association (the "**Paying Agent**") shall serve as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds.

3. **Use of Documents.** (a) The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Official Statement (defined below) and the District Resolution, and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement (except as such documents otherwise provide).

(b) The County hereby authorizes the Underwriter to use this Purchase Agreement and the County Resolution, and all information contained herein and therein and all of the documents, certificates or statements furnished by the County to the Underwriter in connection with the transactions contemplated by this Purchase Agreement (except as such documents otherwise provide).

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 to be set forth on the inside cover page of the Official Statement and 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. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

5. Preliminary and Final Official Statement; Continuing Disclosure.

(a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated February __, 2013 (the **"Preliminary Official Statement"**). The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount and maturity value, denominational amount and maturity value 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 Exchange Act of 1934, as amended (**"Rule 15c2-12"**) and consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Bonds by the Underwriter.

(b) 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. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the Municipal Securities Rulemaking Board (**"MSRB"**) and as may be agreed to by the District and the Underwriter. The District confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

(c) The Underwriter hereby represents that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to a national repository on or before the Closing Date (as defined below), and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(d) 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.

(e) To assist the Underwriter in complying with Rule 15c2-12(b)(5), the District will undertake, under the Resolutions and a continuing disclosure agreement (the **"Continuing Disclosure Agreement"**), to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

6. **Closing.** At 9:00 a.m., California time, on February __, 2013, or at such other time or on such other date as may be mutually agreed upon by the County, the District and the Underwriter, the County and the District will deliver to the Underwriter (except as otherwise provided in the Resolutions), through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the County, the District and the Underwriter may mutually agree upon, the Bonds in fully-registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Bowie, Arneson, Wiles & Giannone (**"Bond Counsel"**) in Newport Beach, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to the County, on behalf of the District. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the **"Closing"** and the date on which the Closing occurs is herein called the **"Closing Date."**

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

(a) **Due Organization.** The District is a school district duly organized and validly existing under the laws of the State of California, with the power to request the issuance of the Bonds pursuant to the Act.

(b) **Due Authorization.** (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 Purchase Agreement and the Continuing Disclosure Agreement, to adopt the District Resolution, to perform its obligations under the District Resolution and the County Resolution; and (iii) this Purchase Agreement and the Continuing Disclosure Agreement constitute valid and legally binding obligations of the District.

(c) **Consents.** Except for the actions of parties hereto, 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 execution and delivery of this Purchase Agreement or the Continuing Disclosure Agreement, the issuance, delivery or sale of the Bonds or the consummation of the other transactions 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.

(d) **Internal Revenue Code.** The District has covenanted to comply with the Internal Revenue Code of 1986, as amended, with respect to the Bonds and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax, of the interest on the Bonds.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Continuing Disclosure Agreement, the Resolutions and the Bonds, and the compliance with the provisions hereof or thereof, do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution, and do not conflict with or result in a violation or breach of, or constitute a 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) Litigation. As of the time of acceptance hereof and based on the advice of Bowie, Arneson, Wiles & Giannone, District counsel ("**District Counsel**"), no action, suit, proceeding, hearing or investigation is pending 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 officers of the District required to execute any documents, certificates or official statements in connection with the delivery of the Bonds or of 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 collection of taxes of the District pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or, the levy of any taxes contemplated by the Resolutions; or

(iii) in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Agreement or the Resolutions, or contesting the powers of the District or its authority with respect to the Bonds, the Resolutions, this Purchase Agreement or the Continuing Disclosure Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or

(iv) in which a final adverse decision could (a) materially adversely affect the consummation of the transactions contemplated by this Purchase Agreement or the Resolutions, (b) 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, or (c) declare this Purchase Agreement or the Continuing Disclosure Agreement to be invalid or unenforceable in whole or in material part.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District directly, nor any other governmental agency or other body on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money *except for* such borrowings as may be described in or contemplated by the Preliminary Official Statement and the Official Statement.

(h) Prior Continuing Disclosure Undertakings. Except as disclosed in the Preliminary Official Statement, the District has not failed to comply in all material respects with any prior undertakings under Rule 15c2-12(b)(5) within the past five years.

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

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the Final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, the payment of the Bonds and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide, or arrange to provide, the following to the Auditor-Controller and the Treasurer-Tax Collector of the County, all in accordance with and to the extent required by Education Code Section 15140(c): (A) a copy of the District Resolution, (B) a copy of Exhibit A hereto, and (C) the full debt service schedule for the Bonds.

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

(a) Due Organization. The County is a political subdivision duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) Due Authorization. (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 Purchase Agreement, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument; and (iii) assuming the due authorization, execution and delivery by the other parties thereto, this Purchase Agreement constitutes a valid and legally binding obligation of the County.

(c) No Conflicts. To the best knowledge of the County, the issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the County Resolution, and the Bonds, and the compliance with the provisions hereof, do not conflict with or constitute on the part of the County a violation of or default under the Constitution of the State of California or any existing charter, ordinance, or resolution, and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party.

(d) Litigation. To the best knowledge of the County, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending 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 of the titles of the officials of the County who will be required to execute documents and certificates in connection with the delivery of the Bonds to such offices; or

(ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the levy of any taxes or the pledge thereof contemplated by the Resolutions, or

(iii) in any way contesting or affecting the validity or enforceability of the Bonds, this 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 Purchase Agreement; or

(iv) in which a final adverse decision could (a) result in any material adverse change in the ability to pay debt service on the Bonds, (b) materially adversely affect the operations of the County related to the transactions contemplated by this Purchase Agreement or the Resolutions or (c) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part.

(e) No Other Debt. 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 except for such borrowings as may be described in or contemplated by the Official Statement.

(f) Official Statement. The information in the Official Statement in APPENDIX F – “RIVERSIDE COUNTY POOLED INVESTMENT FUND” and APPENDIX G – “COUNTY OF RIVERSIDE OFFICE OF THE TREASURER TAX-COLLECTOR STATEMENT OF INVESTMENT POLICY” to the best of the County’s knowledge, as of the Closing, contains no 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 the light of the circumstances under which they were made, not misleading.

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

9. Representations, Warranties 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 Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the County and 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 County or 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.

(d) The Underwriter has reasonably determined that the District’s undertaking in the Continuing Disclosure Agreement 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) Securities Laws. 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 of such states and jurisdictions, provided, however, that the County and the District 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) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes for which the Bonds were authorized.

(c) Official Statement. 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 Purchase Agreement is signed, and in sufficient time to accompany any confirmation that requests payment from any customer, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as are 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 being herein called the "Official Statement") in such quantities (including a representative number of originally executed copies) as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB and the District authorizes the Underwriter to file, to the extent required by applicable Securities and Exchange Commission or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Official Statement with the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system) or other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filings referred to above).

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect in any material respect the accuracy or completeness of any information set forth in the Official Statement relating to the District, until the date which is 90 days following the Closing or until such time (if earlier) as the Underwriter no longer holds any of the Bonds for sale.

(e) Amendments to Official Statement. During the period ending on the twenty-fifth day after the End of the Underwriting Period (as defined below), the District (i) will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter objects in writing or which is disapproved by the Underwriter (the Underwriter's approval of such amendment or supplement may not be unreasonably withheld); and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District that is reasonably likely to cause the Official Statement (whether or not previously 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 the light of the circumstances under which they were made, not misleading. If in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall immediately prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing

at the time such supplemental Official Statement is delivered to a purchaser, not misleading. If any such amendment or supplement of the Official Statement shall occur after the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such amendment or supplement to the Official Statement. For purposes hereof, the phrase "**End of the Underwriting Period**" shall occur on the later of (a) the Closing Date or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

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 Purchase Agreement which are to be performed solely by the District.

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

(a) **Representations True.** 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 shall be true, complete and correct in all material respects on the date of the Closing; and each of the County and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement.

(b) **Obligations Performed.** At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Agreement, the District Resolution and the County Resolution shall be in full force and effect and may not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; and (ii) all actions under the Act which, in the opinion of Bond Counsel are necessary in connection with the transactions contemplated hereby, must have been duly taken and must be in full force and effect.

(c) **Adverse Rulings.** No decision, ruling or finding may be entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, may be pending or threatened which would constitute a ground for termination of this Purchase Agreement by the Underwriter, or which contests in any way the completeness or accuracy of the Official Statement.

(d) **Delivery of Documents.** At or prior to the date of the Closing, the District shall deliver (or cause to be delivered) sufficient copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) **Bond Opinion.** An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District.

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described above.

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, dated as of the Closing Date, substantially to the following effect:

(i) This Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the Underwriter and the County, is a legally valid and binding obligation of the District enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State.

(ii) The statements contained in the Official Statement on the cover and under the captions "INTRODUCTION" (other than under the subheading[s] ["Application for Bond Insurance" and] "Other Information" as to which no opinion need be expressed), "THE SERIES 2013-A BONDS," "APPLICATION OF PROCEEDS OF SERIES 2013-A BONDS" and "TAX MATTERS," and in Appendix D thereto, insofar as such statements purport to describe certain provisions of the Bonds, the Resolutions or to state legal conclusions and Bond Counsel's opinion regarding the tax-exempt nature of the Bonds (but excluding Appendices A, B, C and F, [information regarding Bond Insurance (as defined below), the Bond Insurer,] information regarding the Riverside County Pooled Investment Fund, DTC and its book-entry only system as to which no opinion need be expressed), are accurate in all material respects.

(iii) The Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(4) Disclosure Counsel Letter. A letter of McFarlin & Anderson LLP, as disclosure counsel to the District ("**Disclosure Counsel**"), addressed to the Underwriter, the County and the District, dated the Closing Date, to the effect that:

(i) during the course of serving as Disclosure Counsel in connection with the issuance of the Bonds and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, no information came to the attention of the attorneys in such firm rendering legal services in connection with the issuance of the Bonds that would lead them to believe that the Official Statement (excluding therefrom the financial statements, any financial or statistical data, forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion included in the Official Statement and the appendices to the Official Statement, information regarding DTC and its book-entry only system, the Bond Insurer, Bond Insurance and the investment policies of the County, as to which no opinion need be expressed), as of the date thereof or the Closing Date, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(ii) the Bonds are exempt from registration under the Securities Act of 1933, as amended.

(5) Certificate of the District. A certificate signed by an appropriate official of the District to the effect that:

(i) such officials are authorized to execute this Purchase Agreement and the Continuing Disclosure Agreement;

(ii) the representations, agreements and warranties of the District in this Purchase Agreement 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 and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect;

(iv) the District has reviewed the Preliminary Official Statement and the Official Statement and on such basis certifies that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and as of the Closing Date does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, excepting therefrom those sections of the Official Statement describing [Bond Insurance, the Bond Insurer,] DTC and its Book-Entry-Only System, the investment policies of the County and any other information provided by the County; and

(v) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading.

(6) Certificate of the District Regarding Tax Rates and Compliance with Section 18 of Article XVI of the California Constitution. A certificate signed by an appropriate official of the District regarding tax rates and compliance with Section 18 of Article XVI of the California Constitution.

(7) Certificate of the County. A certificate signed by appropriate officials of the County to the effect that:

(i) such officials are authorized to execute this 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 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; and

(iv) to the best of its knowledge, as of the Closing, the information set forth in Appendix F to the Preliminary Official Statement and the Official Statement, describing the

Riverside County Investment Pool, does not contain any untrue statements of a material fact concerning the County, or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances in which they were made, not misleading.

(8) Arbitrage. A non-arbitrage (tax) certificate of the District in a form satisfactory to Bond Counsel.

(9) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Clerk of the District's Governing Board to the effect that: (i) such copies are true and correct copies 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.

(10) County Resolution. An original adopted County Resolution or a certificate, together with fully executed copies of the County Resolution, of the Executive Officer-Clerk of the County Board of Supervisors, to the effect that (i) such copies are true and correct copies of the County 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.

(11) District Counsel Opinion. An opinion of Counsel to the District in the form attached as Exhibit B.

(12) County Counsel Opinion. An opinion of Counsel to the County in substantially the form attached hereto as Exhibit C.

(13) 15c2-12 Certificate. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with Rule 15c2-12.

(14) Continuing Disclosure Agreement. An execution copy of the Continuing Disclosure Agreement of the District in substantially the form attached as an appendix to the Preliminary Official Statement.

(15) Underwriter's Certifications. 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 (or cause to be provided) to the District:

(i) the receipt of the Underwriter, in form satisfactory to the County and the District and signed by an authorized officer of the Underwriter, confirming delivery of the Bonds to the Underwriter, receipt of all documents required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Agreement by the County and the District, respectively, and confirming to the County and the District that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and

(ii) the certification of the Underwriter in substantially the form attached as Exhibit D.

(16) Municipal Bond Insurance. Evidence satisfactory to the Underwriter that the payment of the Bonds shall have been insured by a policy of municipal bond insurance ("Bond Insurance") by the Bond Insurer that unconditionally guarantees the timely payments of the debt service on the Bonds.

(17) Bond Insurer's Certificate. A certified copy of a certificate of the Bond Insurer in form and substance satisfactory to Bond Counsel and the Underwriter.

(18) Bond Insurer's Counsel Opinion. An opinion dated the Closing Date, addressed to the Underwriter, of Counsel to the Bond Insurer in form and substance satisfactory to Bond Counsel and the Underwriter.

(19) Certificate Regarding Savings as a Result of Insurance. The certification of the Underwriter in form satisfactory to Bond Counsel that the present value of the interest and accreted interest, as applicable, saved as a result of the Bond Insurance with respect to the Bonds by the Bond Insurer exceeds the premium paid for said Bond Insurance, and said premium is not unreasonable.

(20) Ratings. Evidence satisfactory to the Underwriter that the Bonds have been rated "___" by Fitch Ratings and "___" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("Standard & Poor's"), as a result of the Bond Insurance provided by the Bond Insurer, evidence that the underlying ratings of the Bonds is "___" by Fitch Ratings and "___" by Standard & Poor's and evidence that none of these ratings has been revoked or downgraded.

(21) Letter of Representations. A copy of the signed Blanket Letter of Representations as filed with DTC.

(22) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(23) CDIAC Statements. A copy of the filings with the California Debt and Investment Advisory Commission pursuant to the applicable provisions of the California Government Code.

(24) Certificate Regarding Review of Disclosure Compliance. A certificate of _____, substantially in the form of Exhibit E hereto, dated the Closing Date and addressed to the Underwriter, and the District.

(25) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the County and the District 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 County and the District.

If the County or the District are unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations are terminated for any reason permitted by this Purchase Agreement, this 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 facsimile, 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. Underwriter's Right to Terminate. (a) Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds have not been delivered by the County to the Underwriter prior to the close of business, Pacific Standard Time, on February __, 2013, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

(b) In addition, the Underwriter has the right to terminate this Purchase Agreement, without liability therefor, by notification to the District if at any time at or prior to the Closing, upon the occurrence of any of the following events:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States or a member of the President's Cabinet, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or any order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income, for purposes of federal income taxation, of the interest received by the owners of the Bonds;

(2) an order, ruling, regulation (final, temporary or proposed) or official statement issued or made 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;

(3) legislation enacted by or introduced into the legislature of the State of California (the "State"), or favorably reported out of committee or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

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

(5) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(6) 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, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(7) 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;

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

(9) 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 contained 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, and which the District fails or is unwilling to correct by the submission of supplemental information;

(10) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the District shall have occurred; or

(11) the commencement of any action, suit or proceeding described in Section 7(f) and 8(d).

14. Conditions to Obligations of the County and the District. The performance by the County and the District of their respective obligations under this Purchase Agreement 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 District.

15. Expenses and Other Matters. (a) [The Underwriter shall pay \$_____ directly to the Bond Insurer for the Bond Insurance premium, such amount derived from original issue premium retained and utilized by the Underwriter for this purpose at the direction of the District.] The District shall pay from the proceeds of the Bonds the other costs and expenses incurred in the issuance and sale of the Bonds, as described in subsection (b) below in an aggregate amount estimated at \$_____. [The District directs the Underwriter to pay to U.S. Bank National Association, as custodian pursuant to a custodian agreement between the District and U.S. Bank National Association, \$_____ from the net proceeds of the Bonds which the District anticipates to use for such purposes.] If the proceeds allocated to such purpose exceed the costs of issuance, such excess amount shall be paid over to the County, on behalf of the District, for deposit in the Debt Service Fund for the Bonds established pursuant to the County Resolution. If the costs of issuance exceed the bond proceeds allocated to such purpose, such excess costs of issuance shall be paid by the District as set forth in Section 15(d), below.

(b) Costs of issuance of the Bonds include, but are not limited to, the following: (i) the cost of the preparation and reproduction of the Resolutions; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel, District Counsel, Financial Advisor and other consultants to the District; (iii) the cost of the preparation and delivery of the Bonds; (iv) the fees, if any, for bond ratings, including all necessary travel expenses; (v) the cost of the printing and distributing the Preliminary Official Statement and the Official Statement; (vi) the initial fees, if any, of the Paying Agent; (vii) the fees and expenses of the County with respect to its participation in the issuance of the Bonds; and (viii) [the premium for the Bond Insurance insuring payment of the Bonds; provided that the Bond Insurance premium is to be paid from original issue premium directly by the Underwriter as described above.]

(c) All out-of-pocket expenses of the Underwriter, including, without limitation, the fees and expenses of Underwriter's counsel, the California Debt and Investment Advisory Commission fee, travel and other expenses (except as provided above), shall be paid by the Underwriter.

(d) The District shall pay any expenses incident to the performance of its obligations hereunder from the proceeds of the Bonds. The District and the Underwriter intend that the District will pay all expenses of the District's employees that are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees, and the District shall reimburse the Underwriter if the Underwriter pays for any of such expenses on behalf of the District, provided a written invoice for such is timely presented.

16. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing as follows:

If to the County: Treasurer and Tax Collector of the County of Riverside
4080 Lemon Street
Riverside, CA 92501

If to the District: Assistant Superintendent, Business Support Services
Temecula Valley Unified School District
31350 Rancho Vista Road
Temecula, CA 92592

If to the Underwriter: Stifel, Nicolaus & Company, Incorporated,
dba Stone & Youngberg, a Division of Stifel Nicolaus
515 South Figueroa Street, Suite 1800
Los Angeles, CA 90071
Attn: Dawn Vincent, Managing Director

Notices may be given by personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender.

17. Parties in Interest; Survival of Representations and Warranties.

(a) This Purchase Agreement when accepted by the County and the District in writing as set forth above, shall constitute the entire agreement among the County, the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). The term "successor" shall not include any owner of any Bonds merely by virtue of such holding. No person shall acquire or have any rights hereunder or by virtue hereof.

(b) All representations, warranties and agreements of the County and the District in this Purchase Agreement shall survive regardless of (i) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, and (ii) delivery of and payment by the Underwriter for the Bonds hereunder.

18. Severability. If any provision of this Purchase Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

19. Execution in Counterparts. The 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.

20. Nonassignment. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior consent of the other party hereto.

21. Entire Agreement. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto, including their permitted successors and assigns, respectively

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE FOLLOWS]

22. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED,
dba Stone & Youngberg, a Division of Stifel Nicolaus

By: _____
Managing Director

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

COUNTY OF RIVERSIDE

By: _____
Don Kent
Treasurer and Tax Collector

Time of Execution: February __, 2013
__ p.m. PST

APPROVED AS TO FORM:
Dale Gardner, Esq.,
[County Counsel]

By: _____
[Principal Deputy County Counsel]

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Authorized Officer

Time of Execution: February __, 2013
__ p.m. PST

EXHIBIT A

\$ _____

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES 2013-A**

CERTAIN BOND TERMS AND MATURITY SCHEDULES

Maturity Schedules

\$ _____ Current Interest Serial Bonds

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
2013	\$	%	%	
2014				
2015				
2016				
2017				
2018				
2019				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2026				
20__	_____			
	\$			

C = Priced to par call date of August 1, 20__.

\$ _____ Initial Principal Amount (\$ _____ Maturity Value)
Capital Appreciation Serial Bonds

Maturity Date (August 1)	Initial Principal Amount	Accretion Rate	Reoffering Yield to Maturity	Price	Maturity Value
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2034					
20__					
20__					

REDEMPTION PROVISIONS

Optional Redemption

Current Interest Bonds. The Current Interest Bonds maturing on or before August 1, 20__, are not subject to optional redemption prior to their respective stated maturity dates. The Current Interest Bonds maturing on or after August 1, 20__, are subject to optional redemption prior to their respective stated maturity dates, at the option of the School 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.

Capital Appreciation Bonds. The Capital Appreciation Bonds shall not be subject to optional redemption prior to maturity.

The Convertible Capital Appreciation Bonds are subject to optional redemption prior to their stated maturity date, at the option of the School 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 accreted value amount of the Convertible Capital Appreciation Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

Mandatory Redemption

The \$ _____ term Current Interest 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 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:

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

† Maturity.	

The \$ _____ term 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 accreted value amounts as set forth in the following schedule, at a redemption price equal to 100% of the accreted value thereof to be redeemed, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Accreted Value Amount to be Redeemed
_____	_____
†	

† Maturity.	

EXHIBIT B

FORM OF DISTRICT COUNSEL OPINION

[Closing Date]

Board of Education
Temecula Valley Unified School District
31350 Rancho Vista Road
Temecula, California 92592

Stifel, Nicolaus & Company, Incorporated,
dba Stone & Youngberg, a Division of Stifel Nicolaus
515 South Figueroa Street, Suite 1800
Los Angeles, California 90071

Re: \$_____ Temecula Valley Unified School District
General Obligation Bonds, 2012 Election, Series 2013-A
Opinion of District Counsel

Ladies and Gentlemen:

We have acted as District Counsel for the Temecula Valley Unified School District ("District") in connection with the proceedings for the issuance and sale by the District of \$_____ principal amount of Temecula Valley Unified School District General Obligation Bonds, 2012 Election, Series 2013-A ("Bonds"). The Bonds are being issued pursuant to a Resolution of the Governing Board of the District, adopted on January [22], 2013 (Resolution No. __/__-__) (the "District Resolution"), and a resolution adopted by the Board of Supervisors of the County of Riverside ("County"), adopted on [_____,] 2013 ("County Resolution" and, collectively with the District Resolution, the "Bond Resolution"), in accordance with the provisions of the California Constitution, the statutory authority set forth in Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the State of California Government Code, Sections 53506, California Code Sections 15264, 15266(b), and, as applicable, the provisions of Title 1, Division 1, Part 10, Chapters 1 and 2 of the California Education Code, commencing with Section 15100 and related California law.

This letter is delivered to you pursuant to Section 12(d)(10) of the Bond Purchase Agreement for the Bonds, dated February [13], 2013 ("Purchase Agreement"), entered into by and among the District, the County and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus ("Underwriter").

Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) given such term(s) in the Purchase Agreement.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. As to questions of fact material to our opinions, we have relied upon the documents and matters referred to herein, and we have not undertaken by independent investigation to verify the authenticity of signatures or the accuracy of the factual matters represented, warranted or certified therein. Whenever our opinion herein is qualified by the phrase "to our actual knowledge," it is intended to indicate that in the course of our representation of the District in connection with the issuance, sale and delivery of the Bonds, no information has come to the attention of the lawyers in our firm which would give them current actual knowledge (as distinguished from constructive or inquiry knowledge) of the existence of such fact. In making our examination of the documents referenced herein, we have assumed that each party to one or more of the documents referenced herein, other than the District, has the power to enter into and perform its obligations thereunder, has duly authorized, executed and delivered such documents, and that such documents constitute the legal, valid and binding obligations of such party. Furthermore, we have assumed all compliance with all covenants contained in the Resolutions and in certain other documents. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum or waiver provisions contained in the documents described herein. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

As District Counsel, we have examined a record of the proceedings in connection with the execution and delivery of the Bonds, including, without limitation, the following:

- (i) the proceedings relating to the call and conduct of the general obligation bond election conducted on November 6, 2012, within the boundaries of the District ("Election");
- (ii) the District Resolution;
- (iii) the County Resolution;
- (iv) the Purchase Agreement;
- (v) the Continuing Disclosure Agreement provided by the District with respect to the Bonds, dated as of February __, 2013 ("Continuing Disclosure Agreement");
- (vi) the Official Statement, dated as of February __, 2013 ("Official Statement"), prepared with respect to the Bonds; and
- (vii) such other documents, including, but not limited to, certificates of the District and the County delivered in connection with the issuance of the Bonds, as we have deemed necessary to render the opinions set forth below.

With regard to the opinion expressed in paragraph (3) below, we have conducted a search for existing civil actions as against the District, which has consisted of searches of records within the Riverside County Superior Court, the Federal District Court with jurisdiction over the boundaries of the District and an electronic search for any such civil proceedings. We have also expressly relied upon the factual representations made to us by the District as to such matters. With respect to the provision of such opinion, we have presumed that the District maintains normal and customary liability insurance, insurance coverage or equivalent self-insurance, and requires normal and customary liability coverage to be carried or provided by its contractors and consultants, with respect to the protection of the District's financial position. This opinion may be affected by actions or events occurring (or not occurring) after

the date hereof. We have not undertaken to determine, or to inform any person, whether (or not) any such actions or events occur.

Attention is called to the fact the we have not been requested to examine, and have not examined, any documents or information relating to the District other than the record of proceedings herein referred to, and no opinion is expressed as to any financial or other information, or the adequacy thereof, which has been, or may be supplied to any purchaser of the Bonds.

The Bond Resolution and other related documents refer to certain requirements and procedures which may be changed and certain actions which may be taken, in circumstances and subject to terms and conditions set forth in such documents, upon the advice or with an approving opinion of nationally recognized bond counsel. No opinion is expressed herein as to the effect on any Bond, or any related document, if any such change is made or action is taken upon the advice or approval of counsel other than ourselves.

It is to be understood that the rights and obligations of the District under the Bond Resolution and related documents are subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws heretofore or hereafter enacted, affecting the enforcement of creditors' rights and remedies, to the application of equitable principles when equitable remedies are sought, and to the exercise of judicial discretion in appropriate cases.

Based on and subject to the foregoing, and in reliance thereon and our consideration of such questions of law as we have deemed relevant to the circumstances, and under existing law, we are of the following opinions:

1. The District is a public school district duly organized and existing under the Constitution and the laws of the State of California ("State");
2. The District Resolution was duly adopted at meetings of the Governing Board of the District which, in each case, was called and held pursuant to law and with all public notice required by law and, in each case, at which a quorum was present and acting throughout and has not been modified, amended or rescinded and remains in full force and effect on the date hereof;
3. To the best of our knowledge, based on the litigation search and other informational sources referenced herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the District (i) impacting the existence of the District or the titles of its officers to their respective offices, (ii) which would materially adversely impact the District's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the repayment of the Bonds or in any way contesting or affecting the validity of the Election, the Purchase Agreement, the Bond Resolution, the Bonds or the transaction, described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the Election, the Purchase Agreement, the Bond Resolution or the Bonds or contesting in

any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or (iii) contesting the status of the interest on the Bonds as excludable from gross income for federal income tax purpose or as exempt from any applicable State tax, in each case as described in the Official Statement;

4. To the best of our knowledge, the obligations of the District under the Bonds, and the approval of the Official Statement and compliance with the provisions thereof, and the execution of and performance of the provisions of the Purchase Agreement and the Continuing Disclosure Agreement, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the District is subject;
5. The Election was validly ordered and, to the best of our knowledge, the proceedings relating thereto were conducted in compliance with all requirements of the Constitution and the laws of the State; and
6. No authorization, approval, consent, or other order of the State, or other governmental authority or agency within the State, is required, other than any which have been obtained or secured, for the valid authorization of the Bonds, the execution of the Purchase Agreement or the Continuing Disclosure Agreement by the District or the approval of the Official Statement.

We express no opinion with respect to the effect of laws, other than the laws and regulations of the State in full force and effect on the date hereof upon any matter set forth in this opinion.

We have not undertaken any duty and expressly disclaim any responsibility to advise you as to events occurring after the date hereof with respect to the Bonds. We have not undertaken any duty and expressly disclaim any responsibility to supplement or update this opinion letter nor to advise you or any other party if there is a change in law or facts or new facts come to our attention subsequent to the date hereof which may affect the opinions expressed above and/or which may cause us to amend any portion of this opinion letter in full or in part. Furthermore, future acts or omissions of the parties may serve to modify, alter or change the circumstances under which this opinion letter was prepared and upon which the opinions herein were rendered. We have not undertaken to determine, or to inform any person, whether (or not) any such actions or events occur. Also, actions, conduct or omissions by a party may create a situation of waiver, estoppel or novation which would supplant the opinions set forth in this opinion letter.

The opinions expressed herein are based on the facts (as we know, believe or have assumed them to be) and law as in effect on the date of this opinion and, as such, this opinion shall be effective only as of the date of this letter. This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We bring to your attention the fact that our legal opinions are an expression of professional judgment and are not a guarantee of a result. No attorney-client relationship has existed or exists between our firm and the Underwriter, and in connection with the authorization, issuance and delivery of the Bonds or related matters thereto. This opinion is

issued with all the exclusions and limitations set forth herein. This letter is not to be used, circulated, quoted, or otherwise referred to by you for any other purpose whatsoever or delivered to any other person without our prior written consent.

Very truly yours,

EXHIBIT C

FORM OF OPINION OF COUNTY COUNSEL

Board of Supervisors
County of Riverside Treasurer and Tax-Collector
4080 Lemon Street
Riverside, California 92501

Temecula Valley Unified School District
31350 Rancho Vista Road
Temecula, California 92592

Stifel, Nicolaus & Company, Incorporated,
dba Stone & Youngberg, a Division of Stifel Nicolaus
515 South Figueroa Street, Suite 1800
Los Angeles, California 90071

**Re: \$ _____ Temecula Valley Unified School District
 (Riverside County, California)
 General Obligation Bonds, 2012 Election, Series 2013-A**

Dear Ladies and Gentlemen:

This opinion is rendered and delivered in connection with the issuance by the Board of Supervisors of the County of Riverside (the "County") on behalf of the Temecula Valley Unified School District (the "District") of \$ _____ aggregate principal amount of bonds designated "\$ _____ Temecula Valley Unified School District, General Obligation Bonds, 2012 Election, Series 2013-A" (the "Bonds"). The Bonds are being issued pursuant to a resolution of the Board of Supervisors of the County of Riverside, California, adopted on [_____], 2013 (the "County Resolution"), at the request of the District made pursuant to a resolution adopted on January [22], 2013, by the Governing Board of the District, as supplemented (the "District Resolution").

In rendering this opinion, we have examined the County Resolution, the Bond Purchase Agreement dated February [13], 2013 (the "Purchase Agreement"), among the District, the County and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus, as Underwriter, and such other documents, records and instruments and made such investigations of law and fact as we have deemed necessary to render the opinions expressed herein.

Based upon the foregoing, and solely with respect to the laws of the State of California (the "State"), we are of the opinion, as of the date hereof, that:

1. The County is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of California.
2. The County Resolution approving and authorizing the execution, sale and delivery of the Purchase Agreement and the issuance of the Bonds was duly adopted at a meeting of the governing body of the County which was called and held pursuant to law and

with all public notice required by law and at which a quorum was present and acting at the time of adoption has not been modified, amended, rescinded or revoked and is in full force and effect on the date hereof.

3. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending in which service of process has been completed or threatened against the County (a) affecting the existence of the County or the titles of its officers who have acted with respect to the proceedings for issuance and sale of the Bonds to their respective offices; (b) seeking to prohibit, restrain or enjoin the execution of the Purchase Agreement or the issuance of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, the Purchase Agreement or the County Resolution; (c) contesting the powers of the County or its authority to enter into, adopt or perform its obligations under the County Resolution or the Purchase Agreement; or (d) seeking to restrain or enjoin the levy or collection of tax revenues pledged for payment of the Bonds.

4. The Purchase Agreement has been duly authorized, executed and delivered by the County and the Bonds have been duly authorized by the County, executed by the County on behalf of the District and delivered by the County and, assuming due authorization, execution and delivery by the other parties thereto, the Purchase Agreement will constitute the legal, valid and binding agreement of the County enforceable against the County in accordance with its terms.

With respect to the opinions we have expressed above, enforcement of the rights and obligations under the County Resolution, the Purchase Agreement and the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles if equitable remedies are sought and by limitations on legal remedies imposed in actions against public entities in the State. We express no opinion as to the availability of equitable remedies in connection with enforcement of the County Resolution, the Purchase Agreement or the Bonds.

DALE GARDNER,
[County Counsel]

By: _____
_____,
[Principal Deputy County Counsel]
Government Services Division

EXHIBIT D

FORM OF UNDERWRITER ISSUE PRICE CERTIFICATE

\$ _____
**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES 2013-A**

CERTIFICATE OF THE UNDERWRITER

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus, as Underwriter ("Underwriter") of the \$ _____ Temecula Valley Unified School District General Obligation Bonds, 2012 Election, Series 2013-A (the "Bonds") hereby makes the representations, and provides the certifications, contained in this certificate based on the information available to it concerning the Bonds to the Temecula Valley Unified School District (the "District") and Bowie, Arneson, Wiles & Giannone, Bond Counsel, as follows:

1. Issue Price.

- 1.1 As of the date a purchase agreement was signed with respect to the Bonds (the "Sale Date"), based upon expectations and actual facts, we reasonably expected to sell a substantial amount of each maturity (i.e., at least 10%) of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriter or wholesalers) in a bona fide public offering at the prices listed on Attachment A.
- 1.2 In our opinion, and based upon our estimate as of the Sale Date, the issue prices of the Bonds set forth in Attachment A are within a reasonable range of and would reflect the fair market prices of the Bonds as of the Sale Date.
- 1.3 As of the date of execution of the attached Tax Certificate, all of the Bonds have actually been offered to the general public at the prices listed in Attachment A.
- 1.4 As of the Sale Date, at least 10% of each maturity [(excluding the Bond maturities for _____)] of the Bonds was initially sold to the general public at the respective prices listed in Attachment A.

2. Arbitrage Yield.

- 2.1 Bond Counsel has advised the Underwriter that the yield on the Bonds is to be computed under the economic accrual method using an assumed 30-day month/360-day year, and semiannual compounding, and as further described in Section [5.1] of the Tax Certificate. Bond Counsel has advised the Underwriter that the weighted average maturity of the Bonds, for purposes of IRS Form 8038-G, is calculated as the sum of the products of the issue price of each maturity of the Bonds and the number of years to maturity of the Bonds (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue. Based upon the forgoing methodologies, the Underwriter has calculated the yield on the Bonds (____ %) and the weighted average maturity of the Bonds (____ years). However, notwithstanding the foregoing, the Underwriter reminds those persons

or parties who are receiving and relying upon this Certificate that the Underwriter is not an accountant or an actuary, nor is the Underwriter engaged in the practice of law. Accordingly, while the Underwriter believes the calculations described above to be correct, it does not warrant them to be so. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

3. Credit Enhancement

3.1 The present value of the amounts paid to obtain the Bond Insurance Policy ("Policy") is less than the present value of the interest reasonably expected to be saved as a result of having the Policy. Present value for these purposes is computed using the Yield on the Bonds as the discount factor for this purpose, adjusted to disregard the fees to obtain the Policy.

3.2 The Policy was a material factor in selling the Bonds at the lowest possible yield (given other characteristics of the Bonds).

3.3 To the best knowledge of the undersigned, the amount paid by the District to the Bond Insurer for the Policy is within a reasonable range of premiums charged for comparable credit enhancement for obligations comparable to the obligation evidenced and represented by the Bonds and represent a commercially reasonable charge for the transfer of credit risk. Such fees do not include any direct or indirect payment for a cost, risk or other element that is not customarily borne by guarantors of tax-exempt bonds in transactions in which the guarantor has no involvement other than as guarantor.

3.4 The fees paid and to be paid to obtain the Policy were determined in arm's-length negotiations and were required as a condition to the issuance by the Bond Insurer of the Policy.

3.5 No non-guarantee services are being provided by the Bond Insurer in connection with the issuance and sale of the Bonds.

4. Defined Terms.

Capitalized terms used in this certificate, unless otherwise defined herein or in the resolution of the Governing Board of the District (Resolution No. 12/13-21, adopted on November 7, 2012), as supplemented, shall have the meaning(s) given to such terms in the Tax Certificate provided in connection with the execution and delivery of the Bonds.

The Underwriter understands that Bond Counsel will rely upon the representations and certifications in this certificate, among other things, in reaching its conclusion that the Bonds do not constitute "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), provided, however, that nothing herein represents our interpretation of any laws, and, in particular, Regulations issued under Section 148 of the Code.

Dated: [Closing Date]

STIFEL, NICOLAUS & COMPANY, INCORPORATED,
dba Stone & Youngberg, a Division of Stifel Nicolaus,
as Underwriter

By: _____

Managing Director

ATTACHMENT "A"

**General Obligation Bonds, 2012 Election, Series 2013-A
Purchase Information**

Current Interest Bonds
Serial Bonds

Term Bonds

Capital Appreciation Bonds

Convertible Capital Appreciation Bonds

EXHIBIT E

CERTIFICATE REGARDING REVIEW OF DISCLOSURE COMPLIANCE

[TO COME]

1 EXHIBIT "B"

2
3 FORM OF CURRENT INTEREST BOND

4
5 STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

6 REGISTERED

REGISTERED

7 NO.

\$

8
9
10 TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
11 GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES 2013-A
12 (Riverside County, California)

13
14 INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP®:

15
16 X.XXX%

August 1, 20__

_____, 2013

17
18
19 REGISTERED OWNER: CEDE & CO.

20
21 PRINCIPAL AMOUNT: DOLLARS

22
23
24 The TEMECULA VALLEY UNIFIED SCHOOL DISTRICT ("District") in
25 Riverside County ("County"), California, for value received, promises to pay to the Registered
26 Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as
27 stated above, and interest thereon until the Principal Amount is paid or provided for at the
28 Interest Rate stated above, on February 1 and August 1 ("Bond Payment Dates"), commencing

1 August 1, 2013. This Bond will bear interest from the Bond Payment Date next preceding the
2 date of authentication hereof unless it is authenticated as of a day during the period from the 16th
3 day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive,
4 in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated
5 on or before _____ 15, 20____, in which event it shall bear interest from _____, 20____.
6 Principal and interest are payable in lawful money of the United States of America, without
7 deduction for the paying agent services, to the person in whose name this Bond (or, if applicable,
8 on one or more predecessor Bonds) is registered ("Registered Owner") on the Bond Register
9 maintained by the Paying Agent, initially U.S. Bank National Association ("Paying Agent").
10 Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.
11 Principal is payable upon presentation and surrender of this Bond at the principal office of the
12 Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond
13 Payment Date to the Registered Owner of this Bond (or one or more predecessor bonds) as
14 shown and at the address appearing on the Bond Register at the close of business on the 15th day
15 of the calendar month next preceding that Bond Payment Date, whether or not such day is a
16 business day ("Record Date"). The Owner of an aggregate Principal Amount of \$1,000,000 or
17 more may request in writing to the Paying Agent that such Registered Owner be paid interest by
18 wire transfer to the bank within the continental United States and account number on file with
19 the Paying Agent as of the Record Date.

20
21 This Bond is one of an aggregate amount of \$_____ of Bonds issued to be used for
22 the acquisition and construction of school facilities to serve the District under authority of and
23 pursuant to the laws of the State of California, and more than the requisite fifty-five percent
24 (55%) favorable vote of the electors of the District obtained at an election held on November 6,
25 2012, upon the question of issuing Bonds in the amount of \$165,000,000, the resolution of the
26 Board of Education of the District, adopted on January 22, 2013 ("District Resolution"), and the
27 resolution of the Riverside County Board of Supervisors, adopted on _____, 20____
28 ("County Resolution"). This Bond and the issue of which this Bond is one are payable as to both

1 principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to
2 such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this
3 issue are general obligations of the District and do not constitute an obligation of the County of
4 Riverside. No part of any fund of the County is pledged or obligated to the payment of the
5 Bonds of this issue.

6
7 [The Bonds of this issue comprise (i) \$_____ principal amount of Current Interest
8 Bonds, of which this bond is a part (each, a "Current Interest Bond"), (ii) Capital Appreciation
9 Bonds of which \$_____ represents the principal amount and \$_____ represents the Maturity
10 Value, and (iii) Convertible Capital Appreciation Bonds, of which \$_____ represents the
11 principal amount and \$_____ represents the Conversion Value.]

12
13 The Bonds of this issue are issuable only as fully-registered bonds in the denominations
14 of \$5,000 or any integral multiple thereof. This bond is exchangeable and transferable for Bonds
15 of other authorized denominations at the Office of the Paying Agent (as defined in the County
16 Resolution), by the Registered Owner or by a person legally empowered to do so, upon
17 presentation and surrender hereof to the Paying Agent, together with a request for exchange or an
18 assignment signed by the Registered Owner or by a person legally empowered to do so, in a form
19 satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in
20 the County Resolution. Any tax or governmental charges shall be paid by the transferor. The
21 District, the County and the Paying Agent may deem and treat the Registered Owner as the
22 absolute owner of this Bond for the purpose of receiving payment of or on account of principal
23 or interest and for all other purposes, and neither the District, the County nor the Paying Agent
24 shall be affected by any notice to the contrary.

25
26 The Current Interest Bonds maturing on or before August 1, 20__, are not subject to
27 optional redemption prior to maturity. The Current Interest Bonds maturing on or after August
28 1, 20__, are subject to optional redemption prior to maturity from any funds legally available

therefor, in whole or in part on any date, on or after August 1, 20__, at the principal amount of the Current Interest Bonds to be redeemed, plus accrued but unpaid interest to the redemption date, without premium.

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

Sinking Fund Redemption Date	Principal Amount to be Redeemed
<u>(August 1)</u>	
20__	\$ _____
20__	_____
20__ (maturity)	_____

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 Paying Agent in such manner as the Paying Agent 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

1 redeemed; (b) the serial or registration numbers and CUSIP® numbers, if any, of the Bonds to be
2 redeemed; (c) the date of notice and the date of redemption; (d) the place or places where the
3 redemption will be made; and (e) descriptive information regarding the issue of Bonds and the
4 specific bonds redeemed, including the dated date, interest rate and stated maturity date of each.
5 Such notice shall further state that on the specified date there shall become due and payable upon
6 each Bond to be redeemed, together with interest accrued to said date, the redemption premium,
7 if any, and that from and after such date interest with respect thereto shall cease to accrue.

8
9 Notice of redemption shall be by registered or otherwise secured mail or delivery service,
10 postage prepaid, to the registered Owner of the Bonds, or if the original purchaser is a syndicate,
11 to the managing member of such syndicate, to a municipal registered securities depository and to
12 a national information service that disseminates securities redemption notices and, by first-class
13 mail, postage prepaid, to the District, the County and the respective Owners of any registered
14 Bonds designated for redemption at their addresses appearing on the Bond registration books, in
15 every case at least thirty (30) days, but not more than sixty (60) days, prior to the redemption
16 date; provided that neither failure to receive such notice nor any defect in any notice so mailed
17 shall affect the sufficiency of the proceedings for the redemption of such Bonds, nor entitle the
18 Owner thereof to interest beyond the date given for redemption.

19
20 Neither the District, the County nor the Paying Agent will be required (a) to issue or
21 transfer any Bond during a period beginning on the day after the Record Date next preceding any
22 Interest Payment Date or beginning the 16th business day preceding any date of selection of
23 Bonds to be redeemed and ending with the close of business on the Interest Payment Date or day
24 on which the applicable notice of redemption is given, as applicable, or (b) transfer any Bonds
25 which have been selected or called for redemption in whole or in part.

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

4
5 The County Resolution contains provisions permitting the District to make provision for
6 the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that
7 the Bonds shall no longer be deemed to be outstanding under the terms of the County Resolution.

8
9 Reference is made to the County Resolution for a more complete description of the
10 provisions, among others, with respect to the nature and extent of the security for the bonds of
11 this series, the rights, duties and obligations of the District, the County, the Paying Agent and the
12 Registered Owners, and the terms and conditions upon which the bonds are issued and secured.
13 The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the
14 County Resolution.

15
16 **IT IS CERTIFIED AND RECITED** that all acts and conditions required by the
17 Constitution and laws of the State of California to exist, to occur and to be performed or to have
18 been met precedent to and in the issuing of the Bonds in order to make them legal, valid and
19 binding general obligations of the District, have been performed and have been met in regular
20 and due form as required by law; that payment in full for the Bonds has been received; that no
21 statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the
22 Bonds; and that due provision has been made for levying and collecting *ad valorem* property
23 taxes on all of the taxable property within the District in an amount sufficient to pay principal
24 and interest when due.

25
26 This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any
27 security or benefit under the County Resolution until the Certificate of Authentication below has
28 been signed.

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

7
8
9 [SEAL]

RIVERSIDE COUNTY, CALIFORNIA

10
11
12
13 **-EXHIBIT-**

14 By: _____

15 Chairperson, Board of Supervisors

16
17
18 **-EXHIBIT-**

19 By: _____

20 Treasurer and Tax Collector

21
22 COUNTERSIGNED:

23
24
25
26 **-EXHIBIT-**

27 By: _____

28 Clerk to the Board of Supervisors

1 **CERTIFICATE OF AUTHENTICATION**

2
3 This Bond is one of the Bonds described in the County Resolution referred to herein.

4
5
6 Date of Registration and Authentication: _____

7
8 **U.S. BANK NATIONAL ASSOCIATION**, Paying Agent, as authenticating agent:

9
10
11
12 ***-EXHIBIT-***

13 By: _____

14 Authorized Signatory

1 **FORM OF ASSIGNMENT**

2

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

4

5 _____

6 _____

7 _____

8

9 (print/type name, address, zip code, tax identification or Social Security number of assignee) the

10 within Bond and do(es) irrevocably constitute and appoint _____,

11 attorney, to transfer the same on the registration books of the Paying Agent, with full power of

12 substitution in the premises.

13

14 Date: _____

15

16 **-EXHIBIT-**

17 _____

18 Notice: The assignor's signature to this assignment must correspond with the name as it appears

19 upon the face of the within Bond in every particular, without alteration or any change what so

20 ever.

21

22 Signature Guaranteed:

23

24

25 **-EXHIBIT-**

26 _____

27 Signature must be guaranteed by an eligible guarantor institution.

28

1 Unless this Bond is presented by an authorized representative of The Depository Trust
2 Company to the issuer or its agent for registration of transfer, exchange or payment, and any
3 Bond issued is registered in the name of Cede and Co. or such other name as requested by an
4 authorized representative of The Depository Trust Company and any payment is made to Cede &
5 Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE
6 BY OR TO ANY PERSON IS WRONGFUL since the registered Owner hereof, Cede & Co., has
7 an interest herein.
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[FORM OF BOND COUNSEL OPINION]

[Text of Opinion]

1 EXHIBIT "C"

2
3 FORM OF CAPITAL APPRECIATION BOND

4
5 STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

6 REGISTERED

REGISTERED

7 NO.

\$

8 (MATURITY VALUE)

9
10 TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
11 GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES 2013-A
12 (Riverside County, California)

13
14 YIELD TO MATURITY: MATURITY DATE: DATE OF ISSUANCE: CUSIP®:

15
16 X.XXX%

August 1, 20__

_____, 2013

17
18 REGISTERED OWNER: CEDE & CO.

19
20 DENOMINATIONAL AMOUNT: \$ _____

21
22 MATURITY VALUE: DOLLARS

23
24 The TEMECULA VALLEY UNIFIED SCHOOL DISTRICT ("District") in
25 Riverside County ("County"), California, for value received, promises to pay to the Registered
26 Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as
27 stated above, which Maturity Value is comprised of the Denominational Amount specified above
28 plus interest compounded from the Date of Issuance at the Yield to Maturity specified above,

1 assuming that the sum of such compounded interest and the Denominational Amount hereof
2 increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day
3 months (interest, together with the Denominational Amount hereof, being herein called the
4 "Accreted Value"). Accreted Value is payable in lawful money of the United States of America,
5 without deduction for the paying agent services, to the person in whose name this Bond is
6 registered ("Registered Owner") on the Bond Register maintained by the Paying Agent, initially
7 U.S. Bank National Association. Accreted Value is payable upon presentation and surrender of
8 this Bond at the principal office of the Paying Agent.

9
10 This Bond is one of an aggregate amount of \$ _____ of Bonds issued to be used for
11 the acquisition and construction of school facilities to serve the District under authority of and
12 pursuant to the laws of the State of California, and more than the requisite fifty-five percent
13 (55%) favorable vote of the electors of the District obtained at an election held on November 6,
14 2012, upon the question of issuing Bonds in the amount of \$165,000,000, the resolution of the
15 Board of Education of the District, adopted on January 22, 2013 ("District Resolution"), and the
16 resolution of the Riverside County Board of Supervisors, adopted on _____, 20____
17 ("County Resolution"). This Bond and the issue of which this Bond is one are payable as to both
18 principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to
19 such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this
20 issue are general obligations of the District and do not constitute an obligation of the County of
21 Riverside. No part of any fund of the County is pledged or obligated to the payment of the
22 Bonds of this issue.

23
24 [The Bonds of this issue comprise (i) \$ _____ principal amount of Current Interest
25 Bonds, (ii) Capital Appreciation Bonds, of which this Bond is a part, and of which \$ _____
26 represents the principal amount and \$ _____ represents the Maturity Value, and (iii) Convertible
27 Capital Appreciation Bonds, of which \$ _____ represents the principal amount and
28 \$ _____ represents the Conversion Value.]

1
2 The Bonds of this issue are issuable only as fully-registered bonds in the denominations
3 of \$5,000 of Maturity Value or any integral multiple thereof. This Bond is exchangeable and
4 transferable for Bonds of other authorized denominations at the Office of the Paying Agent (as
5 defined in the County Resolution), by the Registered Owner or by a person legally empowered to
6 do so, upon presentation and surrender hereof to the Paying Agent, together with a request for
7 exchange or an assignment signed by the Registered Owner or by a person legally empowered to
8 do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and
9 conditions provided in the County Resolution. Any tax or governmental charges shall be paid by
10 the transferor. The District, the County and the Paying Agent may deem and treat the Registered
11 Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account
12 of principal or interest and for all other purposes, and neither the District, the County nor the
13 Paying Agent shall be affected by any notice to the contrary.

14
15 Neither the District, the County nor the Paying Agent will be required (a) to issue or
16 transfer any Bond during a period beginning the day after the Record Date next preceding any
17 Interest Payment Date or beginning the 16th business day preceding 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, as applicable, or (b) transfer any Bonds
20 which have been selected or called for redemption in whole or in part.

21
22 [The Capital Appreciation Bonds are not subject to optional redemption prior to
23 maturity.]

24
25 [Capital Appreciation Term Bonds maturing on August 1, 20__, are subject to mandatory
26 redemption from monies in the Debt Service Fund prior to their stated maturity date, by lot, at
27 the Accreted Value thereof without premium on each August 1, in the years and in an amount
28 equal to the aggregate Accreted Values set forth below:

1
2 (MANDATORY REDEMPTION TABLE)]
3

4 The rights and obligations of the District and of the Registered Owners of the Bonds may
5 be amended at any time, and in certain cases without the consent of the Registered Owners to the
6 extent and upon the terms and conditions provided in the County Resolution.
7

8 The County Resolution contains provisions permitting the District to make provision for
9 the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that
10 the Bonds shall no longer be deemed to be outstanding under the terms of the County Resolution.
11

12 Reference is made to the County Resolution for a more complete description of the
13 provisions, among others, with respect to the nature and extent of the security for the Bonds of
14 this series, the rights, duties and obligations of the District, the County, the Paying Agent and the
15 Registered Owners, and the terms and conditions upon which the Bonds are issued and secured.
16 The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the County
17 Resolution.
18

19 **IT IS CERTIFIED AND RECITED** that all acts and conditions required by the
20 Constitution and laws of the State of California to exist, to occur and to be performed or to have
21 been met precedent to and in the issuing of the Bonds in order to make them legal, valid and
22 binding general obligations of the District, have been performed and have been met in regular
23 and due form as required by law; that payment in full for the Bonds has been received; that no
24 statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the
25 Bonds; and that due provision has been made for levying and collecting *ad valorem* property
26 taxes on all of the taxable property within the District in an amount sufficient to pay principal
27 and interest when due.
28