

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

719
A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
May 22, 2013

SUBJECT: Resolution No. 2013-112 – Perris Union High School District, General Obligation Bonds, 2012 Election, Series A (Vote on Separately)

RECOMMENDED MOTION: That your Honorable Board approve and adopt Resolution No. 2013-112 providing for the issuance and sale of Perris Union High School District, General Obligation Bonds, 2012 Election, Series A in a principal amount not to exceed \$35,000,000.

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
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: N/A
Budget Adjustment: N/A
For Fiscal Year: N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

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: June 4, 2013

XC: [Signature]

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

RECEIVED BOARD OF SUPERVISORS
JUN 11 2013

Prev. Agn. Ref.:

District: 5/5&3

Agenda Number:

ATTACHMENTS FILED

3-56

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER
DATE: 5/20/13
Departmental Concurrence

Consent ☐ Policy ☒
Consent ☐ Policy ☒

Dep't Recomm.:

Per Exec. Ofc.:

Perris Union High 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 Trustees 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 than 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 \$153,420,000.

This Resolution, 2013-112, authorizes and provides for the issuance of Perris Union High School District, General Obligation Bonds, 2012 Election, Series A (the "Series A Bonds") in an aggregate principal amount not to exceed \$35,000,000. The bond proceeds will be used to finance the repair, upgrading, modernization, renovation, construction and equipping of certain District property and facilities, to pay capitalized interest on the Series A Bonds, and to pay certain costs of issuing the Series A Bonds.

The Series 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 A Bonds.

County Counsel has reviewed Resolution No. 2013-112 and has approved it as to form.

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7 **RESOLUTION NO. 2013-112**
8

9 **RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE**
10 **COUNTY, STATE OF CALIFORNIA, PROVIDING FOR THE ISSUANCE**
11 **AND SALE OF PERRIS UNION HIGH SCHOOL DISTRICT GENERAL**
12 **OBLIGATION BONDS, 2012 ELECTION, SERIES A, IN THE**
13 **AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-**
14 **FIVE MILLION DOLLARS (\$35,000,000); PRESCRIBING THE TERMS**
15 **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**
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RESOLUTION NO. 2013-112

RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, PROVIDING FOR THE ISSUANCE AND SALE OF PERRIS UNION HIGH SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-FIVE MILLION DOLLARS (\$35,000,000); 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 Perris Union High 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 \$153,420,000, payable from the levy of an annual *ad valorem* tax against the taxable

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 5/20/13
DATE

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

3 **WHEREAS**, the results of the Election were certified by the Board of Trustees of the
4 District ("District Board") by adoption of Resolution No. 22:12-13, adopted on February 20,
5 2013, pursuant to State law, and the County has been informed that Resolution No. 22:12-13 has
6 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. 33:12-13 on May 15, 2013 ("District Resolution"), an executed electronic copy of which has
21 been received by the County Board, requesting the County Board to issue a series of such
22 authorized school district general obligation bonds, designated the "Perris Union High School
23 District General Obligation Bonds, 2012 Election, Series A" in an aggregate principal amount
24 not to exceed \$35,000,000 ("Series A Bonds" or "Bonds"); and
25

26 **WHEREAS**, the Series A Bonds are authorized to be issued by the County, on behalf of
27 the District, pursuant to provisions of the California Constitution, the Authorization, the
28 provisions of the Government Code, specifically Government Code Sections 53506 *et seq.*, and,

1 as applicable, the provisions of the Education Code, specifically Education Code Sections 15266,
2 15100 *et seq.*, and 15140 *et seq.*; and
3

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

11 **WHEREAS**, the District Board has further requested this County Board to sell the Series
12 A Bonds to Stifel, Nicolaus & Company, Incorporated ("Underwriter"), pursuant to the terms of
13 the proposed form of Bond Purchase Agreement ("Purchase Agreement") to be entered into by
14 and among the County, the District and the Underwriter, subject to the limitations set forth in the
15 District Resolution and herein; and
16

17 **WHEREAS**, this County Board desires to make certain determinations and to authorize
18 the issuance and sale of the Series A Bonds.
19

20 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
21 THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FOLLOWS:
22

23 **Section 1. Recitals; Incorporation of District Resolution.** The foregoing recitals are
24 true and correct and are incorporated herein by this reference. The District Resolution, together
25 with the exhibits thereto, is on file with this County Board and is incorporated herein by
26 reference and all of the provisions thereof are made a part hereof and shall be applicable to the
27 sale and delivery of the Series A Bonds, except as otherwise specified herein. Notwithstanding
28

1 the foregoing, the County assumes no liability or responsibility for representations or warranties
2 of the District as set forth in the District Resolution.

3
4 **Section 2. Purpose and Designation of the Bonds.** Bonds of the District shall be
5 issued in the name, and on behalf, of the District in the aggregate principal or issue amount of
6 not to exceed \$35,000,000 for the purposes of: (a) raising money for acquiring and constructing
7 the projects, facilities and equipment set forth in the Authorization approved by the voters at the
8 Election, as further described herein; (b) funding interest on the Series A Bonds, or any of them,
9 for a period of time, to be specified, as authorized by California law; and (c) to pay all necessary
10 legal, financial, printing, insurance and other contingent costs in connection with the issuance,
11 sale and delivery of the Series A Bonds, as further set forth herein and subject to the applicable
12 provisions of the California Constitution and California law including, but not limited to, the
13 Government Code and the Education Code. Subject to the provisions of Section 5, the Series A
14 Bonds shall be officially designated as the **“Perris Union High School District General
15 Obligation Bonds, 2012 Election, Series A.”**

16
17 **Section 3. Statutory Authorization.** The Series A Bonds are authorized to be issued
18 and sold by the County in the name of the District pursuant to the California Constitution, the
19 Election, the Authorization, the District Resolution, this Resolution, the provisions of
20 Government Code Sections 53506 *et seq.*, and to the extent applicable, Education Code Sections
21 15100 *et seq.* and 15140 *et seq.*

22
23 **Section 4. Negotiated Sale.** The Series A Bonds shall be sold through a negotiated sale
24 with the Underwriter upon the direction of the District’s Superintendent, Assistant
25 Superintendent, Business Services, or their designee(s), on behalf of the District, acting together
26 with an authorized representative(s) of the Office of the County Treasurer and Tax Collector
27 (“Treasurer”) of Riverside County. The Series A Bonds shall be sold pursuant to the applicable
28 provisions of the Government Code, and, as applicable, the Education Code, the provisions and

1 requirements of the District Resolution and this Resolution, and the terms and conditions set
2 forth in the Purchase Agreement, as described herein.

3
4 **Section 5. Approval of Purchase Agreement.** The Series A Bonds will be sold at
5 negotiated sale by the Treasurer pursuant to the terms and conditions set forth in the Purchase
6 Agreement, substantially in the form appended hereto as Exhibit "A" and incorporated by
7 reference herein. The form of the Purchase Agreement is hereby approved and the Treasurer, or
8 any designated deputy thereof, is hereby authorized to execute and deliver the Purchase
9 Agreement and the Superintendent, or other Designated Officer (as defined herein) of the
10 District, is hereby requested to execute the Purchase Agreement, with such changes therein,
11 deletions therefrom and modifications thereto as the Treasurer, or designated deputy thereof, and
12 the District may approve, such approval to be conclusively evidenced by the execution and
13 delivery thereof by, or on behalf of, the Treasurer; provided, however, that the principal amount
14 of the Series A Bonds shall be determined by the District (but in no event to exceed
15 \$35,000,000), the term of the Series A Bonds shall not exceed the maximum term authorized by
16 law, the interest rates on the Series A Bonds shall not exceed a maximum true interest cost of six
17 percent (6.00%) and the Underwriter's discount shall not exceed eight-tenths of one percent
18 (0.80%) of the principal amount of the Series A Bonds (exclusive of any premium or original
19 issue discount on the Series A Bonds, and any such original issue discount shall not exceed five
20 percent (5.00%)) (and further excluding any amount(s) which may be held by the Underwriter to
21 pay designated costs of issuance under the terms of the Purchase Agreement). The Treasurer, or
22 designated deputy thereof, is further authorized to determine the Principal Amount or issue
23 amount of the Series A Bonds of each maturity to be specified in the Purchase Agreement for
24 sale by the County, up to an aggregate Principal Amount or issue amount of \$35,000,000, to
25 determine, upon consultation with the District, to set or modify redemption terms for the Series
26 A Bonds and to enter into, execute and deliver the Purchase Agreement, if the conditions set
27 forth in this Resolution are met. True interest cost for purposes of this Section means that
28 nominal interest rate that, when compounded semiannually and used to discount the debt service

1 payments on the Series A Bonds to the dated date(s) of the Series A Bonds, results in an amount
2 equal to the purchase price of the Series A Bonds, excluding interest accrued to the date of
3 delivery (if any). For purposes of this calculation, the premium paid for the policy of municipal
4 bond insurance, if any, shall be treated as interest paid on the Series A Bonds on the date of
5 delivery.

6
7 If, upon consultation with the Designated Officer (as defined herein) of the District, the
8 District determines to acquire municipal bond insurance to secure all or a portion of the Series A
9 Bonds, the Treasurer may so provide in the Purchase Agreement.

10
11 **Section 6. [Reserved].**

12
13 **Section 7. Certain Definitions.** As used in this Resolution, the terms set forth below
14 shall have the following meanings ascribed to them:

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

26
27 (b) **“Authorized Newspaper”** means a newspaper selected by the District which is
28 customarily published at least once a day for at least five days (other than legal holidays) in each

1 calendar week, published in the English language, of general circulation in the County of
2 Riverside and which has been adjudicated or designated as a "newspaper of general circulation"
3 pursuant to California law.

4
5 (c) **"Bond Counsel"** means a firm of nationally recognized bond counsel, initially
6 Bowie, Arneson, Wiles & Giannone.

7
8 (d) **"Bond Insurer"** means any insurance company which issues a municipal bond
9 insurance policy insuring the payment of the Principal of, and interest on, all or a portion of the
10 Series A Bonds, as applicable.

11
12 (e) **"Bond Payment Date" or "Interest Payment Date"** means, unless otherwise
13 provided in the Purchase Agreement, March 1 and September 1, commencing on the date(s) set
14 forth in the Purchase Agreement, and commencing on the date set forth in the Purchase
15 Agreement, with respect to the Principal payments on the Series A Bonds.

16
17 (f) **"Bond Register" or "Registration Books"** means the listing of names and
18 addresses of the then-current registered owners of the Bonds, as maintained by the Paying Agent
19 in accordance with Section 13 hereof.

20
21 (g) **"Bonds" or "Series A Bonds"** means the Perris Union High School District
22 General Obligation Bonds, 2012 Election, Series A.

23
24 (h) **"Building Fund"** shall have the meaning set forth in Section 20 hereof.

25
26 (i) **"Business Day"** means a day which is not a Saturday or Sunday or a day on
27 which banking institutions are authorized or required by law or executive order to be closed in
28

1 California and New York for commercial banking purposes and on which the Federal Reserve
2 system is not closed.

3
4 (j) **"Code"** means the Internal Revenue Code of 1986 as in effect on the date of
5 issuance of the Series A Bonds or (except as otherwise referenced herein) as it may be amended
6 to apply to obligations issued on the date of issuance of the Series A Bonds, together with
7 applicable proposed, temporary and final regulations promulgated, and applicable official public
8 guidance published, under the Code.

9
10 (k) **"County"** means the County of Riverside, California, a political subdivision of
11 the State of California organized and existing under the Constitution and laws of the State and
12 any successor thereto.

13
14 (l) **"County Board"** means the Board of Supervisors of the County.

15
16 (m) **"Date of Issuance"** or **"Closing Date"** means the delivery date with respect to
17 the Series A Bonds, or such other date(s) for the issuance of the Series A Bonds as may be
18 designated by the Purchase Agreement.

19
20 (n) **"Debt Service Fund"** shall have the meaning set forth in Section 20 hereof.

21
22 (o) **"Designated Officer(s)"** means the District's Superintendent, Assistant
23 Superintendent, Business Services, or other persons designated in writing by the District's
24 Superintendent as a Designated Officer of the District.

25
26 (p) **"District"** or **"School District"** means the Perris Union High School District, a
27 public school district organized and operating under the Constitution and the laws of the State of
28 California, and any lawful successor thereto.

1
2 (q) **“District Board”** means the Board of Trustees of the District.

3
4 (r) **“DTC”** or **“Depository”** means The Depository Trust Company, New York, New
5 York, a limited purpose trust company organized under the laws of the State of New York in its
6 capacity as securities depository for the Series A Bonds.

7
8 (s) **“Information Services”** means the Municipal Securities Rulemaking Board,
9 through its Electronic Municipal Market Access (EMMA) system, and, in accordance with then
10 current guidelines of the Securities and Exchange Commission, such other addresses and/or such
11 other services providing information with respect to called bonds as the District may designate in
12 a written request of the District delivered to the Paying Agent.

13
14 (t) **“Letter of Representations”** or **“Representation Letter”** shall have the
15 meaning set forth in Section 14 hereof.

16
17 (u) **“Moody’s”** means Moody’s Investors Service, Inc., a corporation duly organized
18 and existing under the laws of the State of Delaware and its successors and assigns, except that if
19 such entity shall be dissolved or liquidated or shall no longer perform the functions of a
20 securities rating agency, then the term “Moody’s” shall be deemed to refer to any other
21 nationally recognized securities rating agency selected by the District.

22
23 (v) **“Nominee”** means the nominee of the Depository, which may be the Depository,
24 as determined from time to time pursuant to Section 14 hereof.

25
26 (w) **“Office of the Paying Agent”** means the principal office of the Paying Agent in
27 Los Angeles, California, or such other office as may be specified to the District by the Paying
28 Agent in writing.

1 (x) **“Official Statement”** shall have the meaning set forth in Section 22 hereof.

2
3 (y) **“Outstanding”** means all Series A Bonds theretofore issued by or on behalf of
4 the District, except:

5 (1) Series A Bonds theretofore canceled by the District or surrendered to the
6 District for cancellation;

7 (2) Series A Bonds for the transfer or exchange of or in lieu of or in
8 substitution for which other Series A Bonds shall have been authenticated
9 and delivered by the District pursuant to the terms hereof; and

10 (3) Series A Bonds paid and discharged pursuant to Sections 18 or 19 hereof.

11
12 (z) **“Owner”** or **“Bond Owner”** means the current registered owner of a Series A
13 Bond or Series A Bonds to whom payments of principal and interest are made.

14
15 (aa) **“Participants”** means those broker-dealers, banks and other financial institutions
16 from time to time for which DTC holds book-entry certificates as securities depository.

17
18 (bb) **“Paying Agent”** means U.S. Bank National Association, or such other party as
19 selected by the Designated Officer of the District, or any successor thereto, acting as the
20 authenticating agent, bond registrar, transfer agent and paying agent.

21
22 (cc) **“Principal”** or **“Principal Amount”** means, with respect to the Series A Bond,
23 the principal amount stated thereon.

24
25 (dd) **“Purchase Agreement”** or **“Bond Purchase Agreement”** means that certain
26 Bond Purchase Agreement for the purchase and sale of the Series A Bonds by and among the
27 County, the District and the Underwriter, as such Purchase Agreement shall be executed and
28 delivered.

1
2 (ee) **"Rebate Fund"** shall have the meaning set forth in Section 20 hereof.
3

4 (ff) **"Record Date"** means the close of business on the fifteenth day of the month
5 preceding each Bond Payment Date whether or not such day is a business day.
6

7 (gg) **"Redemption Notice"** shall have the meaning set forth in Section 9 hereof.
8

9 (hh) **"Resolution"** or **"Bond Resolution"** means this Resolution, including the
10 Exhibits hereto, as adopted by the County Board and as such may be amended pursuant to
11 Section 29.
12

13 (ii) **"Securities Depositories"** means the following: The Depository Trust Company,
14 with Cede & Co. as its nominee, 55 Water Street, 25th Floor, New York, New York, 10041-
15 0099, Attn: Call Notification Department, Fax (212) 855-5004, and in accordance with then
16 current guidelines of the Securities and Exchange Commission, such other addresses and/or such
17 other securities depositories as the District may designate in a Written Request of the District
18 delivered to the Paying Agent.
19

20 (jj) **"S&P"** means Standard & Poor's Ratings Services, a Standard & Poor's
21 Financial Services LLC business, duly organized and existing under the laws of the State of New
22 York, and its successors and assigns, except that if such entity shall be dissolved or liquidated or
23 shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be
24 deemed to refer to any other nationally recognized securities rating agency selected by the
25 District.
26

27 (kk) **"State"** means the State of California.
28

1 (II) **"Tax Certificate"** means the Tax Certificate executed by the District at the time
2 of issuance of the Series A Bonds relating to the requirements of Section 148 of the Code, as
3 originally executed and as such may be amended from time to time.

4
5 (mm) **"Term Bonds"** means those Series A Bonds, if any, for which mandatory sinking
6 fund redemption dates have been established in the Purchase Agreement.

7
8 (nn) **"Transfer Amount"** means, with respect to any Outstanding Series A Bond, the
9 Principal Amount thereof.

10
11 (oo) **"Treasurer"** or **"County Treasurer"** means the Treasurer and Tax Collector of
12 the County of Riverside, California, or any authorized deputy thereof.

13
14 (pp) **"Underwriter"** or **"Purchaser"** means the initial purchaser of the Series A
15 Bonds as identified in the Purchase Agreement.

16
17 (qq) **"Written Request"** means a written request or directive of the District provided
18 by a Designated Officer.

19
20 Unless the context otherwise indicates, words expressed in the singular shall include the
21 plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience
22 only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.
23 Headings of sections herein and the table of contents hereof are solely for convenience of
24 reference, do not constitute a part hereof and shall not affect the meaning, construction or effect
25 hereof.

26
27 All references herein to "Sections" and other subdivisions are to the corresponding
28 Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder"

1 and other words of similar import refer to this Resolution as a whole and not to any particular
2 Section or subdivision hereof.

3
4 **Section 8. Terms of Bonds.** The Series A Bonds shall be issued in one series. The
5 Series A Bonds shall consist of current interest bonds.

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

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

1 District, and the District, as appropriate, to provide funds to finance school facilities, capital
2 projects and supporting infrastructure as set forth in the Authorization, pay for the costs of
3 issuance of the Series A Bonds or furnish funds as needed for capitalized interest purposes,
4 provided that the total par amount of the Series A Bonds shall not exceed \$35,000,000. In the
5 event of a conflict or inconsistency between this Resolution and the Purchase Agreement relating
6 to the terms of the Series A Bonds, the provisions of the Purchase Agreement shall be
7 controlling.

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

10
11 (a) Optional Redemption. The terms for the optional redemption of the Series A
12 Bonds shall be as set forth in the Purchase Agreement.

13
14 (b) Mandatory Sinking Fund Redemption of Term Bonds. The Term Bonds, if any,
15 are subject to mandatory sinking fund redemption prior to their maturity, by lot, without
16 premium, on each September 1 (or such other date specified in the Purchase Agreement), in the
17 years and in the amounts as set forth in the Purchase Agreement and in the Official Statement.
18 In the event that there are no Term Bonds specified in the Purchase Agreement, this subsection
19 shall not apply.

20
21 (c) Selection of Bonds for Redemption. Whenever less than all of the outstanding
22 Series A Bonds are to be redeemed, the Paying Agent, upon written direction from the District,
23 shall select the Series A Bonds to be redeemed as so directed, and if not so directed in inverse
24 order of maturity, and within a maturity, the Paying Agent shall select Series A Bonds for
25 redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall
26 determine; provided, however, that the portion of any Series A Bond to be redeemed in part shall
27 be in the Principal Amount of \$5,000 or any integral multiple thereof. The Paying Agent shall
28 promptly notify the District of the Series A Bonds so selected for redemption on such date. In

1 the event that Term Bonds are subject to optional redemption pursuant to Section 9(a), there shall
2 be pro rata reductions in the annual sinking fund payments due on such Outstanding Term Bonds
3 or as shall otherwise be set forth in the Purchase Agreement.

4
5 (d) Form of Notice of Redemption. The Paying Agent shall give notice of the
6 redemption of the Series A Bonds ("Redemption Notice") at the expense of the District. Such
7 notice shall specify: (a) that the Series A Bonds or a designated portion thereof are to be
8 redeemed; (b) if less than all of the then outstanding Bonds are to be called for redemption, shall
9 designate the numbers (or state that all Series A Bonds between two stated numbers both
10 inclusive have been called for redemption) and CUSIP® numbers, if any, of the Series A Bonds
11 to be redeemed; (c) the date of notice and the date of redemption; (d) the place or places where
12 the redemption will be made; and (e) descriptive information regarding the Series A Bonds and
13 the specific Series A Bonds to be redeemed, including the dated date, interest rate and stated
14 maturity date of each. Such notice shall further state that on the specified date there shall
15 become due and payable upon each Series A Bond to be redeemed, the portion of the Principal
16 Amount of such Series A Bond to be redeemed, together with interest accrued, to the date of
17 redemption, and redemption premium, if any, and that from and after such date interest with
18 respect thereto shall cease to accrue.

19
20 (e) Provision of Notice of Redemption. Any Redemption Notice shall be mailed, by
21 first-class mail, postage prepaid, to the registered Owners of the Series A Bonds, to a Securities
22 Depository and to an Information Service, and by first-class mail, postage prepaid, to the District
23 and the County and the respective Owners of any registered Series A Bonds designated for
24 redemption at their addresses appearing on the Bond Register, in every case at least thirty (30)
25 days, but not more than sixty (60) days, prior to the designated redemption date; provided that
26 neither failure to receive such notice nor any defect in any notice so mailed, shall affect the
27 sufficiency of the proceedings for the redemption of such Series A Bonds nor entitle the Owner
28 thereof to interest beyond the date given for redemption. A certificate provided by the Paying

1 Agent that notice of such redemption has been given as herein provided shall be conclusive as
2 against all parties, and it shall not be open to a Bond Owner to show that he or she failed to
3 receive notice of such redemption. In case of the redemption as permitted herein of all of the
4 Outstanding Bonds of any one maturity, notice of redemption shall be given by mailing as herein
5 provided, except that the notice of redemption need not specify the serial numbers of the Series
6 A Bond of such maturity.

7
8 Neither failure to receive or failure to send, to the Securities Depositories or Information
9 Services, any Redemption Notice nor any defect in any such Redemption Notice so given shall
10 affect the sufficiency of the proceedings for the redemption of the affected Series A Bonds.
11 Neither the failure to receive such notice, the failure to send such notice, nor any defect in any
12 notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series
13 A Bonds or the cessation of accrual of interest represented thereby from and after the redemption
14 date.

15
16 (f) Contingent Redemption; Rescission of Redemption. Any Redemption Notice
17 may specify that redemption of the Series A Bonds designated for redemption on the specified
18 date will be subject to the receipt by the District of monies sufficient to cause such redemption
19 (and will specify the proposed source of such monies), and the District, the County and the
20 Paying Agent will have no liability to the Owners of any Series A Bonds, or any other party, as a
21 result of the District's failure to redeem the Series A Bonds designated for redemption as a result
22 of insufficient monies therefor.

23
24 Additionally, the District may rescind any optional redemption of the Series A Bonds,
25 and notice thereof, for any reason on any date prior to the date fixed for such redemption by
26 causing written notice of the rescission to be given to the Owners of the Series A Bonds so called
27 for redemption. Notice of rescission of redemption shall be given in the same manner in which
28 notice of redemption was originally given. The actual receipt by the Owner of any Series A

1 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to
2 receive such notice or any defect in such notice shall not affect the validity of the rescission. The
3 District, the County and the Paying Agent shall not have any liability to the Owners of any Series
4 A Bonds, or any other party, as a result of the District's decision to rescind redemption of any
5 Series A Bonds pursuant to the provisions of this subsection.
6

7 (g) Payment of Redeemed Bonds. When a Redemption Notice has been given
8 substantially as provided for herein, and, when the amount necessary for the redemption of the
9 Series A Bonds called for redemption (Principal, interest and premium, if any) is set aside for
10 that purpose in the Debt Service Fund, as provided herein (and subject to the provisions of the
11 foregoing subparagraph), the Series A Bonds designated for redemption shall become due and
12 payable on the date fixed for redemption thereof and upon presentation and surrender of said
13 Series A Bonds at the place specified in the Redemption Notice, such Series A Bonds shall be
14 redeemed and paid at the redemption price from funds held in the Debt Service Fund.
15

16 Each check issued or other transfer of funds made by the Paying Agent for the purpose of
17 redeeming Series A Bonds shall bear or include the CUSIP® number identifying, by issue and
18 maturity, the Series A Bonds being redeemed with the proceeds of such check or other transfer.
19

20 If on such redemption date, money for the redemption of all the Series A Bonds to be
21 redeemed as provided in this Section, together with interest to such redemption date, shall be
22 available therefor, and if notice of redemption thereof shall have been given as aforesaid, if not
23 rescinded, then from and after such redemption date, interest with respect to the Series A Bonds
24 to be redeemed shall cease to accrue. All money held for the redemption of Series A Bonds shall
25 be held in trust for the account of the registered Owners of the Series A Bonds so to be
26 redeemed. All unpaid interest payable at or prior to the designated redemption date shall
27 continue to be payable to the respective Owners, but without interest thereon.
28

1 (h) Effect of Notice of Redemption. Notice having been given as aforesaid, if not
2 rescinded, and the monies for the redemption (including the interest to the applicable date of
3 redemption) having been set aside in the District's Debt Service Fund, the Series A Bonds to be
4 redeemed shall become due and payable on such date of redemption, as set forth herein.
5

6 (i) Purchase in Lieu of Redemption. In lieu of, or partially in lieu of, any mandatory
7 sinking fund redemption of Series A Bonds pursuant to the terms hereof, monies in the Debt
8 Service Fund may be used to purchase the Outstanding Series A Bonds that were to be redeemed
9 with such funds in the manner hereinafter provided. Purchases of Outstanding Series A Bonds
10 may be made by the District or the Treasurer through the Paying Agent prior to the selection of
11 Series A Bonds for redemption at public or private sale as and when and at such prices as the
12 District may in its discretion determine but only at prices (including brokerage or other expenses)
13 not more than par plus accrued interest. Any accrued interest payable upon the purchase of
14 Series A Bonds may be paid from the Debt Service Fund for payment of interest on the next
15 following Interest Payment Date. Any Series A Bond purchased in lieu of redemption shall be
16 transmitted to the Paying Agent and shall be canceled by the Paying Agent upon surrender
17 thereof, as provided for in Section 9(k) below and shall not be re-issued or resold.
18

19 (j) Partial Redemption of Series A Bonds. Upon the surrender of any Series A Bond
20 redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new
21 Series A Bond or Series A Bonds of like tenor and maturity and of authorized denominations
22 equal in Transfer Amounts to the unredeemed portion of the Series A Bond surrendered. Such
23 partial redemption shall be valid upon payment of the amount required to be paid to such Owner,
24 and the District shall be released and discharged thereupon from all liability to the extent of such
25 payment.
26

27 (k) Cancellation of Redeemed Bonds. All Series A Bonds paid at maturity or
28 redeemed prior to maturity pursuant to the provisions of this Section and Section 16 shall be

1 canceled upon surrender thereof and be delivered to or upon the order of the County and the
2 District. All or any portion of a Series A Bond purchased by the Treasurer or the District
3 pursuant to subsection (i) above shall be canceled by the Paying Agent, and the Paying Agent
4 shall provide a written certification of such cancellation and destruction to the District.
5

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

16 **Section 10. Form of Bonds; Temporary Bonds; CUSIP® Numbers.** The Series A
17 Bonds shall be substantially in conformity with the standard form of registered school district
18 general obligation bonds, the form of which is attached hereto as Exhibit "B" and incorporated
19 herein by this reference as if set forth in full, with necessary or appropriate variations, omissions
20 and insertions as may be permitted or required by this Resolution and to conform with the
21 requirements of the Purchase Agreement. One bond certificate shall be issued for each maturity
22 of the Series A Bonds of the same interest rate.
23

24 The Series A Bonds may be initially issued in temporary form exchangeable for
25 definitive Series A Bonds when ready for delivery. The temporary Series A Bonds may be
26 printed, lithographed or typewritten, shall be of such denominations as may be determined by the
27 Treasurer and the District, and may contain such reference to any of the provisions of this
28 Resolution as may be appropriate. Every temporary Bond shall be executed by the County upon

1 the same conditions and in substantially the same manner as the definitive Series A Bonds. If the
2 County issues temporary Series A Bonds, it will execute and furnish definitive Series A Bonds
3 without delay, and thereupon the temporary Series A Bonds may be surrendered, for
4 cancellation, in exchange therefor at the principal office of the Paying Agent and the Paying
5 Agent shall deliver in exchange for such temporary Series A Bonds an equal aggregate Principal
6 Amount of definitive Series A Bonds of authorized denominations. Until so exchanged, the
7 temporary Series A Bonds shall be entitled to the same benefits pursuant to this Resolution as
8 definitive Series A Bonds executed and delivered hereunder.

9
10 “CUSIP®” identification numbers shall be imprinted on the Series A Bonds, but such
11 numbers shall not constitute a part of the contract evidenced by the Series A Bonds and any error
12 or omission with respect thereto shall not constitute cause for refusal of the Purchaser to accept
13 delivery of and pay for the Series A Bonds. In addition, failure on the part of the County or the
14 District to use such CUSIP® numbers in any notice to Owners of the Series A Bonds shall not
15 constitute an event of default or any violation of the District’s contract with such Owners and
16 shall not impair the effectiveness of any such notice.

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

26
27 In case any of such officers who shall have signed or attested any of the Series A Bonds
28 shall cease to be such officers before the Series A Bonds so signed or attested shall have been

1 authenticated or delivered by the Paying Agent, or issued by the County, such Series A Bonds
2 may nevertheless be authenticated, delivered and issued an, upon such authentication, delivery
3 and issue, shall be as binding upon the County as though those who signed and attested the same
4 had continued to be such officers, and also any Series A Bonds may be signed and attested on
5 behalf of the County by such persons as at the actual date of execution of such Series A Bonds
6 shall be the proper officers of the County although at the nominal date of such Series A Bonds
7 any such person shall not have been such officer of the County.

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

15
16 **Section 12. Delivery of Bonds.** The proper officials of the County, in cooperation with
17 the District and the District's agents and consultants, shall cause the Series A Bonds to be
18 prepared and, following their sale, shall have the Series A Bonds executed and delivered (as set
19 forth herein), to the original purchaser (Underwriter) upon payment of the purchase price in
20 immediately available funds as set forth in the Purchase Agreement.

21
22 **Section 13. Bond Registration; Transfers.** As hereinafter provided, the Bonds shall be
23 delivered in a form and with such terms as will permit them to be in book-entry only form,
24 deposited through the facilities of DTC. If the book-entry only system is no longer in effect, the
25 District will cause the Paying Agent to maintain and keep at its principal corporate trust office all
26 books and records necessary for the registration, exchange and transfer of certificated Bonds as
27 provided in this Section ("Bond Register") and which Bond Register shall, upon reasonable
28 notice, be open to inspection by the District. While the book-entry only system is in effect, such

1 books need not be kept, as the Bonds will be represented by one Bond for each maturity
2 registered in the name of Cede & Co., as nominee for DTC.
3

4 Subject to the provisions of Section 14 below, the person in whose name a Bond is
5 registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all
6 purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and
7 interest on any Bond, as applicable, shall be made only to or upon the order of the Owner
8 thereof; the District, the County and the Paying Agent shall not be affected by any notice to the
9 contrary, but the registration may be changed as provided in this Section. All such payments
10 shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds,
11 including interest, to the extent of the amount or amounts so paid.
12

13 Any Bond may be exchanged for Bonds of the same series (and sub-series, as applicable)
14 of any other authorized denomination upon presentation and surrender at the principal corporate
15 trust office of the Paying Agent, together with a request for exchange signed by the Owner or by
16 a person legally empowered to do so in a form satisfactory to the Paying Agent in its capacity as
17 bond registrar. Any Bond may, in accordance with its terms (but only if the District determines
18 no longer to maintain the book-entry only status of the Bonds, DTC determines to discontinue
19 providing such services and no successor securities depository is named or DTC requests the
20 District to deliver certificated securities to particular DTC Participants, as deemed below), be
21 transferred, upon the books required to be kept pursuant to the provisions of this Section, by the
22 Owner, in person or by his or her duly authorized attorney, upon surrender of such Bond for
23 cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument
24 of transfer in a form approved by the Paying Agent, duly executed.
25

26 If manual signatures on behalf of the County are required in connection with an exchange
27 or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the
28 new Bonds are signed by the authorized officers of the County. In all cases of exchanged or

1 transferred Bonds, the County shall sign and the Paying Agent shall authenticate and deliver
2 Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall
3 be paid by the requesting party. Those charges may be required to be paid before the procedure
4 is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be
5 valid obligations of the District, evidencing the same debt, and entitled to the same security and
6 benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

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

16
17 The District, the County and the Paying Agent shall not be required to: (a) issue or
18 transfer any Bonds during a period beginning the day after the Record Date next preceding any
19 Interest Payment Date or beginning on the date of selection of Bonds to be redeemed and ending
20 with the close of business on the Interest Payment Date or day on which the applicable notice of
21 redemption is given, as applicable, or (b) transfer any Bonds which have been selected or called
22 for redemption in whole or in part.

23
24 **Section 14. Book-Entry System.** Except as provided below, the owner of all of the
25 Bonds shall be The Depository Trust Company, New York, New York (DTC), and the Bonds
26 shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially
27 executed and delivered in the form of a single, fully-registered Bond for each maturity (which
28 may be typewritten). Upon initial execution and delivery, as provided for herein, the ownership

1 of such Bond shall be registered in the Bond Register in the name of the Nominee identified
2 below as nominee of The Depository Trust Company, New York, New York, and its successors
3 and assigns. Except as hereinafter provided, all of the Outstanding Bonds shall be registered in
4 the Bond Register in the name of the nominee of the Depository, which may be the Depository,
5 as determined from time to time pursuant to this Section ("Nominee"). With respect to the
6 Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the
7 Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other
8 financial institutions from time to time for which the Depository holds Bonds as securities
9 depository ("Participant") or to any person on behalf of which such a Participant holds an
10 interest in the Bonds. Without limiting the immediately preceding sentence, neither the District
11 nor the Paying Agent shall have any responsibility or obligation (unless the District is at such
12 time the Depository) with respect to (i) the accuracy of the records of the Depository, the
13 Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery
14 to any Participant or any other person, other than an Owner of a Bond as shown in the Bond
15 Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the
16 selection by the Depository and its Participants of the beneficial interests in the Bonds to be
17 redeemed in the event the District redeems the Bonds in part, or (iv) the payment to any
18 Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of
19 any amount with respect to the Principal, premium, if any, or interest on the Bonds. The District
20 and the Paying Agent may treat and consider the person in whose name each Bond is registered
21 in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment
22 of principal and premium, if any, of and interest, as applicable, with respect to such Bond, for the
23 purpose of giving notices of redemption, if applicable, and other matters with respect to such
24 Bond, for the purpose of registering transfers with respect to such Bond, and for all other
25 purposes whatsoever. The Paying Agent shall pay all Principal, premium, if any, and interest on
26 the Bonds, as applicable, only to or upon the order of the respective Owner of the Bond, as
27 shown in the Bond Register, or his respective attorney duly authorized in writing, and all such
28 payments shall be valid and effective to fully satisfy and discharge the District's obligations with

1 respect to payment of Principal, premium, if any, and interest on the Bonds, as applicable, to the
2 extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the
3 Bond Register, shall receive a Bond evidencing the obligation of the District to make payments
4 of principal, premium, if any, and interest, as applicable. Upon delivery by the Depository to the
5 Owners of the Bonds and the District of written notice to the effect that the Depository has
6 determined to substitute a new nominee in place of the Nominee, and subject to the provisions
7 herein with respect to Record Dates, the word Nominee in this Resolution shall refer to such
8 nominee of the Depository.

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

18
19 In the event: (i) the Depository determines not to continue to act as securities depository
20 for the Bonds; or (ii) the Depository shall no longer so act and gives notice to the District of such
21 determination, then the District will discontinue the book-entry system with the Depository. If
22 the District determines to replace the Depository with another qualified securities depository, the
23 District shall prepare or direct the preparation of a new single, separate, fully registered Bond,
24 per maturity, registered in the name of such successor or substitute qualified securities depository
25 or its nominee. If the District fails to identify another qualified securities depository to replace
26 the Depository, then the Bonds shall no longer be restricted to being registered in the Bond
27 Register in the name of the Nominee, but shall be registered in whatever name or names owners
28 of the Bonds transferring or exchanging Bonds shall designate, in accordance with provisions of

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

3
4 If the District determines to replace the Depository with another qualified securities
5 depository, the District shall prepare or direct the preparation of a new single, separate, fully-
6 registered Bond, per maturity, registered in the name of such successor or substitute qualified
7 securities depository or its nominee. If the District fails to identify another qualified securities
8 depository to replace the Depository, then the Bonds shall no longer be restricted to being
9 registered in the Bond Register in the name of the Nominee, but shall be registered in whatever
10 name or names owners of the Bonds transferring or exchanging Bonds shall designate, in
11 accordance with provisions of this Resolution, and the District shall prepare and deliver Bonds to
12 the owners thereof for such purpose.

13
14 In the event of a reduction in aggregate principal amount of Bonds Outstanding or an
15 advance refunding of part of the Bonds Outstanding, Depository in its discretion, (a) may request
16 the District to prepare and issue a new Bond or (b) may make an appropriate notation on the
17 Bond indicating the date and amounts of such reduction in principal, but in such event the
18 District records maintained by the Paying Agent shall be conclusive as to what amounts are
19 Outstanding on the Bond, except in the case of final maturity in which case the Bond must be
20 presented to the Paying Agent prior to payment.

21
22 Notwithstanding any other provisions of this Resolution to the contrary, so long as any
23 Bond is registered in the name of the Nominee, all payments with respect to Principal, premium,
24 if any, and interest on such Bond and all notices with respect to such Bond shall be made and
25 given, respectively, as provided in the Representation Letter or as otherwise instructed by the
26 Depository and acceptable to the District. The initial depository under this Section shall be the
27 Depository. The initial nominee shall be Cede & Co., as Nominee of the Depository.

1 The County, the District and the Paying Agent shall have no responsibility for
2 transmitting payments to, communicating with, notifying, or otherwise dealing with any
3 beneficial owners of the Series A Bonds and neither the County, the District nor the Paying
4 Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or
5 to any other party, including the Depository or its Nominee for any failure of the Depository or
6 its Nominee to provide notices, distribute payments on the Series A Bonds nor take other actions
7 concerning the beneficial owners of the Series A Bonds which are the responsibility of the
8 Depository or its Nominee. As to the District, the foregoing is subject to the express provisions
9 of the Representation Letter.

10
11 **Section 15. Paying Agent.**

12 (a) At the request and direction of the District, U.S. Bank National Association is
13 hereby confirmed as the initial authenticating agent, bond registrar, transfer agent and paying
14 agent (collectively, "Paying Agent") for the Series A Bonds. All fees and expenses incurred for
15 services of the Paying Agent shall be the sole responsibility of the District, subject to the terms
16 hereof. The Paying Agent may also function as the dissemination agent for the Series A Bonds
17 and if so acting, shall perform all duties and obligations as set forth in the Continuing Disclosure
18 Certificate, as described in Section 23 hereof.

19
20 (b) The Paying Agent may, at any time, resign as Paying Agent upon 60 days' prior
21 written notice to the Treasurer and the District, and the Paying Agent may be removed at any
22 time upon 30 days' written notice by the District. If at any time the Paying Agent shall resign or
23 be removed, the District shall appoint a successor Paying Agent, with the written consent of the
24 Treasurer, which shall be a bank or trust company doing business in and having a principal
25 corporate trust office in the County or Los Angeles County, California, or such other location as
26 the District shall expressly consent to, with at least \$50,000,000 in assets and willing and able to
27 accept the office on reasonable and customary terms and authorized by law to perform all the
28 duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its

1 duties and obligations hereunder by executing and delivering to the District a written acceptance
2 thereof. Resignation or removal of the Paying Agent shall be effective only upon appointment
3 and acceptance of a successor Paying Agent. The Paying Agent shall keep accurate records of
4 all funds administered by it and of all Series A Bonds paid and discharged by it. Such records
5 shall be provided, upon reasonable request and reasonable notice to the Paying Agent, in a
6 format mutually agreeable to the District, the Paying Agent and the County.

7
8 (c) In the event of the resignation or removal of the Paying Agent, such Paying Agent
9 shall pay over, assign and deliver any monies held by it as Paying Agent to its successor. In the
10 event of a replacement of the Paying Agent, the Paying Agent shall serve in such capacity until
11 the successor Paying Agent has accepted such position and appointment. The County shall
12 promptly cause to be mailed, at the District's direction and expense, the name and principal
13 corporate trust office address of the Paying Agent appointed to replace any resigned or removed
14 Paying Agent to the Information Services and to DTC.

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

27
28

1 (e) The Paying Agent may, to the extent permitted by applicable law, become the
2 Owner of any of the Outstanding Series A Bonds.

3
4 (f) The District shall be responsible to pay all fees, costs and expenses of the Paying
5 Agent, subject to the provisions of Section 17 hereof.

6
7 (g) All documents received by the Paying Agent under the provisions of this
8 Resolution shall be retained in its possession at the Office of the Paying Agent and shall be
9 subject during business hours and upon reasonable notice to the inspection of the District or the
10 Owners and their agents and representatives duly authorized in writing.

11
12 **Section 16. Payment of Principal and Interest.** The Principal of, premium, if any, and
13 interest on, the Series A Bonds, as applicable, shall be payable in lawful money of the United
14 States of America without deduction for the services of the Paying Agent. Interest on the Series
15 A Bonds shall be paid on each Bond Payment Date by check mailed by first-class mail to the
16 person in whose name the Bond is registered, and to that person's address appearing on the Bond
17 Register (as described in Section 13) on the Record Date. The Owner of an aggregate Principal
18 Amount of Series A Bonds of \$1,000,000 or more may request, in writing, prior to the close of
19 business on the Record Date preceding each Interest Payment Date, to the Paying Agent that
20 such Owner be paid interest by wire transfer to the bank within the continental United States and
21 account number on file with the Paying Agent as of the Record Date.

22
23 Payments of Principal and redemption premiums, if any, with respect to the Series A
24 Bonds, shall be payable at maturity or redemption upon surrender at the Office of the Paying
25 Agent, or such other location as the Paying Agent shall designate to the County and the District
26 in writing. In the event the Paying Agent shall provide written notice of a change in the location
27 for payment of Principal and redemption premiums on the Bonds, as applicable, the Paying
28 Agent shall thereafter provide notice of such change to the Information Services and Securities

1 Depositories of such change. The Paying Agent is hereby authorized to pay the Series A Bonds
2 when duly presented for payment at maturity and to cancel all Series A Bonds upon payment
3 thereof.

4
5 In the event any payment is required to be made hereunder on a day which is not a
6 Business Day, such payment shall be made on the next succeeding Business Day with the same
7 effect as if made on such non-Business Day.

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

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

1 The monies held in the Debt Service Fund, to the extent necessary to pay the Principal,
2 premium, if any, and interest on the Series A Bonds as the same become due and payable, shall
3 be transferred by the County to the Paying Agent as necessary to pay the Principal of, premium,
4 if any, and interest on the Series A Bonds, as applicable, as set out in California law, and in the
5 District Resolution and herein.

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

1 **Section 18. Defeasance.** The Series A Bonds may be defeased prior to maturity in the
2 following ways:

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

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

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

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

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 credit rating at the time of purchase.

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

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

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

10
11 **Section 20. Establishment of Funds; Disposition of Proceeds of the Series A Bonds;**
12 **Investment.**

13
14 (a) The net proceeds from the sale of the Series A Bonds, to the extent of the net
15 Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and
16 established by the County and to be designated as the "Perris Union High School District
17 General Obligation Bonds, 2012 Election, Series A Bonds Building Fund" ("Building Fund") of
18 the District, and shall be kept separate and distinct from all other District and County funds, and
19 those proceeds shall be used solely for the purpose for which the Series A Bonds are being
20 issued and for payment of permissible costs of issuance of the Series A Bonds and provided
21 further that such proceeds shall be applied solely to authorized purposes for which the Series A
22 Bonds were authorized as directed in writing by the District. Such purposes include payment for
23 any costs of issuance of the Series A Bonds. The County shall have no obligation to ensure that
24 the proceeds are applied in accordance with the preceding sentence. The interest earned on the
25 monies deposited to the Building Fund, or the account(s) thereof, shall be deposited to such
26 Fund, and corresponding account(s) and such monies shall be used for the purposes for which the
27 Series A Bonds were authorized at the direction of the District. The District may establish a
28 separate account for payment of costs of issuance of the Bonds.

1
2 (b) The accrued interest, if any, and any premium received by the County or the
3 District from the sale of the Series A Bonds (if any, after all or a portion of the bond insurance
4 premium is paid by the Underwriter therefrom pursuant to the provisions of the Purchase
5 Agreement), as well as tax revenues collected by the County pursuant to Section 17 hereof and
6 Sections 15250 *et seq.* of the Education Code, shall be deposited and kept separate and apart in
7 the fund established and held by the Treasurer and designated as the "Perris Union High School
8 District General Obligation Bonds, 2012 Election, Series A Bonds Debt Service Fund" ("Debt
9 Service Fund") for the Series A Bonds and used for payments of Principal of, interest on, and
10 redemption premium, if any, as applicable, on the Series A Bonds when and as such become due.
11 *Ad valorem* taxes collected by the County pursuant to State law and Section 17 hereof shall be
12 deposited by the County into the Debt Service Fund and applied, pursuant to the provisions of
13 State law and this Resolution, only for payments of Principal of, interest on and redemption
14 premium, if any, on the Series A Bonds when due. Funds held in the Debt Service Fund are
15 irrevocably pledged to the payment of Principal of, interest on and redemption premium, if any,
16 on the Series A Bonds when due. Except as required below to satisfy the requirements of
17 Section 148(f) of the Code, as may be applicable, interest earned on investments of monies held
18 in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal of,
19 interest on, and redemption premium, if any, on the Series A Bonds, as applicable, when and as
20 such become due. Prior to each such Bond Payment Date (and subject to the applicable
21 provisions of Section 17 hereof), the Treasurer shall transfer to the Paying Agent, for subsequent
22 disbursement to the beneficial Owners of the Series A Bonds, pursuant to the provisions hereof,
23 monies from the Debt Service Fund sufficient to pay Principal of, interest on and premium (if
24 any) on the Series A Bonds due on such Bond Payment Date. The Paying Agent shall hold all
25 such monies transferred to it, pursuant to the foregoing sentence, uninvested. If, after payment in
26 full of all Principal, redemption premium, if any, and interest on the Series A Bonds, there
27 remain funds in the Debt Service Fund, any such excess amounts shall be transferred to the
28 General Fund of the District.

1
2 (c) The District shall, at such time as shall be necessary, establish and create the
3 "Perris Union High School District General Obligation Bonds, Series A, Rebate Fund" ("Rebate
4 Fund"), which fund shall be kept separate and distinct from all other District funds, and into
5 which the District shall deposit, or direct deposit of, funds used to satisfy any requirement to
6 make rebate payments to the United States pursuant to Section 148 of the Code and the Treasury
7 Regulations promulgated thereunder as shall be applicable to the Series A Bonds. The principal
8 requirements for rebate payments applicable to the Series A Bonds shall be as set forth in the
9 Tax Certificate as executed and delivered by the District. The Rebate Fund (if and when
10 established pursuant to the requirements of the Tax Certificate) may, at the discretion of the
11 District, be held by the Paying Agent or the County. Responsibility for determining and
12 calculating rebate payments, if any, due with regard to the Series A Bonds is the responsibility of
13 the District as further set forth in Section 24. Monies in the Rebate Fund shall be invested in
14 compliance with the limitations of the Code.
15

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

24 (e) All proceeds of the Series A Bonds and interest earning thereon shall be invested
25 by the County, on behalf of, and pursuant to the written direction(s) of, the District, in
26 Authorized Investments. Absent other written investment directions provided to the County
27 from the District, the Treasurer shall invest monies in the Building Fund and the Debt Service
28 Fund pursuant to State law and the then-current investment policy of the County. The Treasurer

1 assumes no responsibility for the reporting, reconciling and monitoring in or for the investment
2 of proceeds of the Series A Bonds where such investment is in an investment not under the
3 control or management of the Treasurer or Treasurer's office.
4

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

26 **Section 22. Preliminary Official Statement; Official Statement.** The District shall
27 authorize, and shall be responsible for, preparing a preliminary and final Official Statement for
28 the Series A Bonds meeting the requirements of Securities and Exchange Commission ("SEC")

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

14
15 **Section 23. Continuing Disclosure.** "Continuing Disclosure Certificate" shall mean
16 that certain Continuing Disclosure Certificate entered into by the District, as originally executed
17 and as it may be amended from time to time in accordance with the terms thereof.

18
19 The District has covenanted and agreed that it will comply with and carry out all of the
20 terms and conditions of the Continuing Disclosure Certificate (as defined above), which shall be
21 entered into by the District and delivered at the time of delivery of the Series A Bonds.
22 Notwithstanding any other provisions of this Resolution, failure of the District to comply with
23 the Continuing Disclosure Certificate shall not be considered a default by the District hereunder
24 or under the Series A Bonds; however, the Underwriter or any holder or beneficial Owner of the
25 Series A Bonds may take such actions as may be necessary and appropriate to compel
26 performance, including seeking mandate or specific performance by court order.

1 **Section 24. Tax and Arbitrage Matters.**

2
3 (a) The District has represented that it shall not take any action, or fail to take any
4 action if such action or failure to take such action would adversely affect the exclusion from
5 gross income of the interest payable on the Series A Bonds under Section 103 of the Code.
6

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

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

21 (d) The District has covenanted to at all times do and perform all other acts and
22 things necessary or desirable and within its powers to assure, for the purposes of California
23 personal and federal income taxation, that the tax-exempt status of the interest paid on the Series
24 A Bonds to the recipients thereof will be preserved.
25

26 (e) Notwithstanding any other provision of this Resolution to the contrary, upon the
27 District's failure to observe, or refusal to comply with, the above covenants, no person other than
28 the Owners of the Series A Bonds shall be entitled to exercise any right or remedy as may be

1 provided to such Owners under this Resolution on the basis of the District's failure to observe, or
2 refusal to comply with, the above covenants.

3
4 **Section 25. County Books and Accounts.** The Treasurer, the Paying Agent and the
5 County will keep, or cause to be kept, proper books of record and accounts to record (i) the
6 amount of taxes collected pursuant to Section 17 hereof, (ii) all deposits, expenditure and
7 investment earnings on the Debt Service Fund and the Building Fund and any and all accounts or
8 subaccounts thereof, and (iii) all transfers of funds for the payment of Principal, interest or
9 redemption premiums, as applicable, on the Series A Bonds. The Treasurer shall provide regular
10 periodic statements of such accounts to the District. Such books of record and accounts shall at
11 all times during business hours, upon reasonable notice, be subject to the inspection of the
12 District and the Owners of not less than ten percent (10%) of the Principal Amount of the Series
13 A Bonds then Outstanding, or their representatives authorized in writing.

14
15 **Section 26. Execution of Documents by Bond Owners.** Any request, consent or other
16 instrument required by this Resolution to be signed and executed by Bond Owners may be in any
17 number of concurrent writings of substantially similar tenor and may be signed or executed by
18 such Bond Owners in person or by their agent or agents duly appointed in writing. Proof of the
19 execution of any such request, consent or other instrument or of a writing appointing any such
20 agent shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the
21 County, and the District, if made in the manner provided in this Section 26.

22
23 The fact and date of the execution by any person of any such request, consent or other
24 instrument or writing may be proved by the affidavit of a witness of such execution or by the
25 certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof
26 to take acknowledgements of deeds, certifying that the person signing such request, consent or
27 other instrument or writing acknowledged to him the execution thereof.

1 The ownership of the Series A Bonds shall be proved by the Bond Register. Any request,
2 consent or vote of the Owner of any Series A Bond shall bind every future Owner of the same
3 Series A Bond and the Owner of any Series A Bond issued in exchange therefor or in lieu
4 thereof, in respect of anything done or suffered to be done by the County or the District, in
5 pursuance of such request, consent or vote.

6
7 **Section 27. Unclaimed Monies.** Notwithstanding any of the foregoing provisions of
8 this Resolution, and subject to the escheat laws of the State, any monies held by the Paying
9 Agent for the payment of the principal of, redemption premium, if any, or interest on Series A
10 Bonds, as applicable, remaining unclaimed for one year after the corresponding maturity or
11 redemption date for such Series A Bonds shall be returned by the Paying Agent to the Treasurer,
12 with any and all interest accrued thereon, for deposit into the Debt Service Fund.
13 Notwithstanding any other provisions of this Resolution, and subject to the escheat laws of the
14 State, any monies held in any fund created pursuant to this Resolution, or by the Paying Agent in
15 trust, for the payment of the Principal of, redemption premium, if any, or interest on Series A
16 Bonds and remaining unclaimed for one year after the Principal of all of the Series A Bonds have
17 become due and payable (whether by maturity or upon prior redemption) shall be, after payment
18 in full of the Series A Bonds, transferred to the General Fund of the District to be applied in
19 accordance with law; provided, however, that the Paying Agent, or the District, before making
20 such payment, shall cause notice to be mailed to the Owners of all Bonds that have not been
21 paid, by first-class mail at the addresses on the Bond Register, postage prepaid, not less than 90
22 days prior to the date of such payment.

23
24 **Section 28. Conditions Precedent.** This County Board determines that all acts and
25 conditions necessary to be performed by the County precedent to and in the issuing of the Series
26 A Bonds, in order to make them legal, valid and binding general obligations of the District have
27 been performed and have been met, or will at the time of delivery of the Bonds have been
28 performed and have been met, in regular and due form as required by law; that this County

1 Board has the power and is obligated to levy *ad valorem* taxes for the payment of the Bonds and
2 the interest thereon without limitation as to rate or amount upon all property within the District
3 subject to taxation (except for certain classes of personal property); and that no statutory or
4 Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of
5 the Series A Bonds.

6
7 **Section 29. Amendments.** The County may from time to time (which may be at the
8 request of the District, made in writing), and at any time, without notice to or consent of any of
9 the Owners, by action of the County Board, amend the provisions of this Resolution for any of
10 the following reasons:

11
12 (a) to cure any ambiguity, to correct or supplement any provision herein which may
13 be inconsistent with any other provision herein or therein, or to make any other provision with
14 respect to matters or questions arising under this Resolution, provided that such action shall not
15 adversely affect the interests of the Bond Owners;

16
17 (b) to add to the covenants and agreements of and the limitations and the restrictions
18 upon the District contained in this Resolution which are not contrary to or inconsistent with this
19 Resolution as theretofore in effect; and/or

20
21 (c) to modify, alter, amend or supplement this Resolution in any other respect which
22 is not materially adverse to the Bond Owners.

23
24 In the event of any such amendment, the County shall promptly provide the District and
25 the Paying Agent with copies of such amendment and the action of the County Board approving
26 such amendment. Notice of any such amendment shall also be provided to the Owners by the
27 District in the next occurring Annual Report provided by the District under the terms of the
28 Continuing Disclosure Certificate.

1
2 No such amendment shall: (i) extend the fixed maturity of any Series A Bond, reduce the
3 amount of Principal or premium, if any, thereof or the rate of interest thereon or extend the time
4 of payment thereof, without the consent of the Owner of each Series A Bond so affected, or (ii)
5 modify or amend this Section without the consent of the Owners of all the Series A Bonds then
6 outstanding.

7
8 Upon the adoption of any amendment pursuant to this Section, this Resolution shall be
9 deemed to be modified and amended in accordance therewith, and the respective rights, duties
10 and obligations under this Resolution of the County, the District, the Paying Agent and all
11 Owners shall thereafter be determined, exercised and enforced hereunder subject in all respects
12 to such modification and amendment, and all the terms and conditions of any such amendment
13 shall be deemed to be part of the terms and conditions of this Resolution for any and all
14 purposes.

15
16 The provisions of this Section shall not prevent any Owner from accepting any
17 modification or amendment as to the particular Series A Bond(s) held by such Owner.

18
19 **Section 30. Benefits Limited to Parties.** Nothing in this Resolution, express or implied,
20 is intended to give to any person other than the County, the District, the Paying Agent and the
21 Owners of the Series A Bonds, any right, remedy or claim under or by reason of this Resolution.
22 Any covenants, stipulations, promises or agreements in this Resolution contained by and on
23 behalf of the District or the County, are for the sole and exclusive benefit of the County, the
24 District, the Paying Agent and the Owners.

25
26 **Section 31. Acceptance of Payment of County Costs.** This County Board hereby
27 accepts the District's offer of payment of the County's costs for the authorization, issuance and
28

1 sale of the Series A Bonds and authorizes County officers to provide an invoice to the District
2 for all such costs incurred.

3
4 **Section 32. Approval of Actions.** Officers of the County Board and County officials
5 and staff, including the Treasurer and the County Auditor and Controller, or their designee(s),
6 are hereby authorized and directed, jointly and severally, to do any and all things and to execute
7 and deliver any and all documents which they may deem necessary or advisable in order to
8 proceed with the issuance, sale and delivery of the Series A Bonds and otherwise carry out, give
9 effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken
10 by such officers, officials and staff are hereby ratified, confirmed and approved.

11
12 **Section 33. Partial Invalidity; Severability.** If any one or more of the covenants or
13 agreements, or portions thereof, provided in this Resolution to be performed should be contrary
14 to law, then such covenant or covenants, such agreement or agreements, or such portions thereof,
15 shall be null and void and shall in no way affect the validity of this Resolution or of the Series A
16 Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under any
17 applicable provisions of law. The County Board hereby declares that it would have adopted this
18 Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase
19 hereof and would have authorized the issuance of the Series A Bonds pursuant hereto
20 irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences,
21 clauses or phrases of this Resolution or the application thereof to any person or circumstance
22 may be held to be unconstitutional, unenforceable or invalid.

23
24 **Section 34. Compliance With Law.** All acts, conditions and things required by law to
25 be done and performed in strict conformity with the laws authorizing the issuance of general
26 obligation bonds of the District, and the indebtedness of the District, including this proposed
27 issue of the Series A Bonds, is within all limits prescribed by law.

1 **Section 35. Effective Date.** This Resolution shall take effect immediately upon
2 adoption.

3
4 **Section 36. Clerk's Certificate.** The Clerk of the County Board is hereby directed to
5 provide certified copies of this Resolution to the Treasurer and the County Auditor and
6 Controller and to Bond Counsel immediately following its adoption at the following address:

7
8 Bowie, Arneson, Wiles & Giannone
9 4920 Campus Drive
10 Newport Beach, CA 92660
11 Attn: Robert E. Anslow

12
13 [Remainder of this page is blank]

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

3
4
5 COUNTY OF RIVERSIDE:

6
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8 By: John J. Benoit
9 Chairman

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11
12
13 ATTEST:

14
15 Kecia Harper-Ihem, Clerk to the
16 Board of Supervisors of the
17 County of Riverside

18
19
20
21 By: Kecia Harper-Ihem
22 Deputy

23 ROLL CALL:

24 Ayes: Jeffries, Stone, Benoit and Ashley
25 Nays: None
26 Absent: Tavaglione

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

KECIA HARPER-IHEM, Clerk of said Board

By: _____
Deputy

EXHIBIT "A"

FORM OF BOND PURCHASE AGREEMENT

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S[Principal Amount]
PERRIS UNION HIGH SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A
(RIVERSIDE COUNTY, CALIFORNIA)

BOND PURCHASE AGREEMENT

[July ____], 2013

Riverside County Treasurer and Tax Collector
4080 Lemon Street, 3rd Floor
Riverside, California 92502

Board of Trustees
Perris Union High School District
155 East Fourth Street
Perris, California 92570-2124

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, as Underwriter (the “**Underwriter**”), offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with Riverside County, California (the “**County**”) and the Perris Union High 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 a 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 they have deemed appropriate in connection with this transaction. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (“**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 \$[Principal Amount] 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] principal amount of the Bonds, plus a net 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 hereof, 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 and shall bear interest at the rates, shall mature in the years and shall pay principal and accrued 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 May 15, 2013 (Resolution No. 33:12-13) (the "**District Resolution**"), the resolution of the Board of Supervisors of the County, adopted on [June 4], 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 principal amount 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, Los Angeles, California (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 [June/July __], 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, 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 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 certificate (the "**Continuing Disclosure Certificate**"), 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 [July __], 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 public 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 Certificate, 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 Certificate 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 Certificate, 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; provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(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 Certificate, 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, or other instrument to which the District is a party or is otherwise subject, and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof and based on the advice of Bowie, Arneson, Wiles & Giannone ("**District Counsel**"), no action, suit, proceeding, hearing or formal governmental investigation is pending or, to the best knowledge of the designated officers 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 Certificate or the District Resolution, or contesting the powers of the District or its authority with respect to the Bonds, the District Resolution, this Purchase Agreement or the Continuing Disclosure Certificate 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 Certificate 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 and 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 except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles are sought and by the limitations on legal remedies imposed on actions against counties in the State of California.

(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 formal governmental 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 E – RIVERSIDE COUNTY POOLED INVESTMENT FUND" 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. The Underwriter is in compliance with MSRB Rule G-17 with respect to 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 within the meaning of California Government Code Section 53590, or otherwise.

(d) The Underwriter has reasonably determined that the District's undertaking in the Continuing Disclosure Certificate 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, and at the expense of, 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) shall 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) such number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) as the Underwriter may reasonably request 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 Certificate, 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; (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; and (iii) the School District shall perform or have performed all of its obligations required under or specified in the Resolution, the Purchase Contract, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing.

(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 has any of the effects described in Section 13 hereof or 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 and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the Underwriter and the County, each is a legally valid and binding obligation of the District enforceable in accordance with its respective 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 subheadings "The District," "Forward Looking Statements" and "Other Information" as to which no opinion need be expressed), "THE BONDS" and "TAX MATTERS," and in Appendix B thereto, insofar as such statements purport to describe certain provisions of the Bonds, the Resolutions or to state legal conclusions concerning the issuance of the Bonds and Bond Counsel's opinion regarding the tax-exempt nature of the Bonds (but excluding Appendices A, C, D and E, information regarding [the Bond Insurer and Bond Insurance,] the Riverside County Pooled Investment Fund or investment policies of the County, DTC and its book-entry only system and information provided by the Underwriter 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 Stradling Yocca Carlson & Rauth, a Professional Corporation, as disclosure counsel to the District ("**Disclosure Counsel**"), addressed to the Underwriter and the District, dated the Closing Date, to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the District, the County, their respective counsel, CSG Advisors Incorporated, as financial advisor, Bond

Counsel and others, during which conferences the contents of the Official Statement and related matters were discussed (but with no inquiry made of other attorneys in such counsel's firm not working directly on the issuance of the Bonds who may have information material to the issue), and in reliance thereon, on oral and written statements and representations of the District and others and on the records, documents, certificates and opinions described therein, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that, during the course of its engagement as Disclosure Counsel no facts came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any CUSIP® numbers, financial, statistical, economic, engineering or demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, any information about feasibility valuation, appraisals, absorption, real estate or environmental matters, or any information about litigation, the appendices (other than Appendix A and Appendix D) or any information about book-entry or DTC, included or referred to therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

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

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

(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 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 E to the Preliminary Official Statement and the Official Statement, describing the Riverside County Investment Pool and County Investment Policies, 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.

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

(8) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Clerk of the District's Board of Trustees 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.

(9) 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.

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

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

(12) 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.

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

(14) 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, 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.

(15) [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.]

(16) [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.]

(17) [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.]

(18) [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 saved as a result of obtaining the Bond Insurance with respect to the Bonds from the Bond Insurer exceeds the premium paid for said Bond Insurance, and said premium is not unreasonable.]

(19) Ratings. Evidence satisfactory to the Underwriter that the Bonds have been rated “[]” by [Moody’s Investors Service] and “[]” by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”) as a result of the Bond Insurance and evidence of the underlying rating of “[]” by [Moody’s Investors Service] and “[]” by S&P and evidence that none of these ratings has been revoked or downgraded.

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

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

(22) 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.

(23) Certificate Regarding Review of Disclosure Compliance. A certificate of Koppel & Gruber Public Finance, substantially in the form of Exhibit E hereto, dated the Closing Date and addressed to the Underwriter, and the District.

(24) 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 (ii) 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 [July ____], 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 or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the Securities Exchange Commission or any other governmental authority having jurisdiction;

(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; or

(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; or

(10) the commencement or threat against the District or the County of any action, suit, proceeding, hearing or formal governmental investigation described in Sections 7(f) or 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 Riverside County
4080 Lemon Street, 3rd Floor
Riverside, California 92502

If to the District: Superintendent
Perris Union High School District
155 East Fourth Street
Perris, California 92570-2124

If to the Underwriter: Stifel, Nicolaus & Company, Incorporated
515 South Figueroa Street, Suite 1800
Los Angeles, California 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

By: _____
Managing Director

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

RIVERSIDE COUNTY

By: _____
Don Kent
Treasurer and Tax Collector

Time of Execution: [July ____], 2013
____ p.m. PST

APPROVED AS TO FORM:
Pamela Walls
County Counsel

By: _____
Deputy County Counsel

PERRIS UNION HIGH SCHOOL DISTRICT

By: _____
Authorized Officer

Time of Execution: [July ____], 2013
____ p.m. PST

EXHIBIT A

\$(Principal Amount) **PERRIS UNION HIGH SCHOOL DISTRICT** **GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A**

CERTAIN BOND TERMS AND MATURITY SCHEDULES

Maturity Schedules

\$[] Serial and Term Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	Price
2014	\$x,xxx,xxx	x.xxx%	x.xxx%	xxx.xxx
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
	<hr/>			
	\$xx,xxx,xxx			
<i>Term Bonds</i>				
20xx	\$x,xxx,xxx	x.xxx%	x.xxx%	xx.xxx
20xx				
20xx				
2042				
	<hr/>			
	\$xx,xxx,xxx			

C = Priced to par call date of September 1, 2023.

REDEMPTION PROVISIONS

Optional Redemption. The Bonds maturing on or before September 1, 2023, are not subject to redemption. The Bonds maturing on or after September 1, 2024, are subject to optional redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after September 1, 2023, at a redemption price equal to the principal amount of the Bonds called for redemption as of the date set for redemption, plus unpaid accrued interest to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The \$x,xxx,xxx Bonds maturing on September 1, [20__], are subject to redemption prior to maturity from mandatory sinking fund payments on September 1 of each year, on and after September 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

Mandatory Sinking Fund Redemption Date (September 1)	Principal Amount to be Redeemed
2030	\$xxx,xxx
2031	
2032	
2033	
20__ [†]	

[†] Maturity.

In the event that a portion of the Bonds maturing on September 1, 20__, are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the School District, in integral multiples of \$5,000 of principal amount, in respect of the portion of such Bonds optionally redeemed.

EXHIBIT B

FORM OF DISTRICT COUNSEL OPINION

[Closing Date]

Board of Trustees of the
Perris Union High School District
155 East Fourth Street
Perris, California 92570-2124

Stifel, Nicolaus & Company, Incorporated
515 South Figueroa Street, Suite 1800
Los Angeles, California 90071

Re: \$[Principal Amount] Perris Union High School District
 General Obligation Bonds, 2012 Election, Series A
 Opinion of District Counsel

Ladies and Gentlemen:

We have acted as District Counsel for the Perris Union High School District ("District") in connection with the proceedings for the issuance and sale by the District of \$[Principal Amount] principal amount of Perris Union High School District General Obligation Bonds, 2012 Election, Series A ("Bonds"). The Bonds are being issued pursuant to a Resolution of the Board of Trustees of the District, adopted on [May 15, 2013] (Resolution No. 33:12-13 (the "District Resolution"), and a resolution adopted by the Board of Supervisors of Riverside County ("County"), adopted on [June 4], 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, commencing with Section 53506, California Education 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 [July __], 2013 ("Purchase Agreement"), entered into by and among the District, the County and Stifel, Nicolaus & Company, Incorporated ("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 Certificate provided by the District with respect to the Bonds, dated as of [July 1], 2013 ("Continuing Disclosure Certificate");
- (vi) the Official Statement, dated as of [July __], 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 affecting creditors' rights and remedies heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to exercise of judicial discretion in appropriate cases and to limitations on legal remedies against school districts in the State of California (the "State") and to the application of equitable principles.

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;
2. The District Resolution was duly adopted at a meeting of the Board of Trustees of the District 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 throughout and which has not been modified, amended or rescinded and remains in full force and effect as of 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 Continuing Disclosure Certificate, 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, the Continuing Disclosure Certificate 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 Certificate, 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 Certificate 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 express no opinion, express or implied, regarding the adequacy of the Continuing Disclosure Certificate for purposes of Securities and Exchange Commission Rule 15c2-12 and no such opinion should be inferred from this opinion letter.

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; provided, however, that a copy of this letter may be included in the transcript of documents prepared in connection with the issuance and sale of the Bonds.

Very truly yours,

EXHIBIT C

FORM OF OPINION OF COUNTY COUNSEL

The Honorable Board of Supervisors
Riverside County
4080 Lemon Street
Riverside, California 92502

Perris Union High School District
155 East Fourth Street
Perris, California 92570-2124

Stifel, Nicolaus & Company, Incorporated
515 South Figueroa Street, Suite 1800
Los Angeles, California 90071

**Re: \$[Principal Amount] Perris Union High School District
 (Riverside County, California)
 General Obligation Bonds, 2012 Election, Series A**

Dear Ladies and Gentlemen:

This opinion is rendered and delivered in connection with the issuance by the Board of Supervisors of Riverside County (the "County") on behalf of the Perris Union High School District (the "District") of \$[Principal Amount] aggregate principal amount of bonds designated "\$[Principal Amount] Perris Union High School District, General Obligation Bonds, 2012 Election, Series A" (the "Bonds"). The Bonds are being issued pursuant to a resolution of the Board of Supervisors of Riverside County, California, adopted on [June 4], 2013 (the "County Resolution"), at the request of the District made pursuant to a resolution adopted on [May 15], 2013, by the Board of Trustees of the District (the "District Resolution").

In rendering this opinion, we have examined the County Resolution, the Bond Purchase Agreement dated [July __], 2013 (the "Purchase Agreement"), among the District, the County and Stifel, Nicolaus & Company, Incorporated, 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 and delivery of the Purchase Agreement and the sale and 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.

PAMELA WALLS,
County Counsel

By: _____
Principal Deputy County Counsel

EXHIBIT D

\$(Principal Amount)
PERRIS UNION HIGH SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A

CERTIFICATE OF THE UNDERWRITER

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated, as Underwriter ("Underwriter") of the \$(Principal Amount) Perris Union High School District General Obligation Bonds, 2012 Election, Series 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 Perris Union High 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 The Initial Offering Prices of the Bonds of each maturity (and stated interest rates and/or yields) reflected the assessment by the Underwriter of the reasonable range of 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 of the Bonds [(excluding the Bond maturities for)] was initially sold to the general public for the respective Initial Offering Prices.

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 Board of Trustees of the District (Resolution No. 33:12-13, adopted on May 15, 2013, 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,
as Underwriter

By: _____
Managing Director

ATTACHMENT "A"

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

Serial Bonds

Term Bonds

EXHIBIT E

CERTIFICATE REGARDING REVIEW OF DISCLOSURE COMPLIANCE

Perris Union High School District
155 East Fourth Street
Perris, California 92570-2124

Stifel, Nicolaus & Company, Incorporated
515 South Figueroa Street, Suite 1800
Los Angeles, California 90071

The undersigned authorized representative of Koppel & Gruber Public Finance ("Dissemination Agent") hereby certifies the following:

1. The Dissemination Agent has served as dissemination agent with respect to various continuing disclosure undertakings of the Perris Union High School District (the "School District") and the Perris Union High School District Financing Authority (the "Authority") since May 6, 2009.
2. Attached hereto as Exhibit A is a list of various financings of the School District and the Authority for which the Dissemination Agent has served as dissemination agent during the last five years. We have compared Exhibit A to the financings listed on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA System") and, there are no other financings of the School District, the Authority or any community facilities districts formed by the School District listed on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for which the Dissemination Agent did not serve as dissemination agent during the last five years.
3. In the Dissemination Agent's role as dissemination agent, the Dissemination Agent assisted in the preparation of the annual reports required under the various undertakings, and it is the Dissemination Agent's practice to review the content of the filings and the requirements of the applicable disclosure undertakings to assure that required information is included in each annual report.
4. Except as indicated in a filing made on April 4, 2011, with the EMMA System, the annual reports made for each financing for each of the past five years have been made in a timely manner consistent with the requirements of the applicable undertaking.
5. With respect to significant event notices, such as those relating to rating downgrades of rated and/or insurance financings or notices of the defeasance or redemption of bonds, notices of the applicable event have been made within a reasonable time period and commencing on and after December 1, 2010, have been made within 10 business days of the occurrence of the applicable event. The School District has made filings to correct all known instances of non-compliance during the last five years.

Dated: _____, 2013

Koppel & Gruber Public Finance

By: _____
Authorized Representative

EXHIBIT A
PERRIS UNION HIGH SCHOOL DISTRICT

List of Financings

1. \$8,313,075.35 Perris Union High School District (Riverside County, California), General Obligation Bonds, 1999 Election, Series A (CUSIP# 714398) May 25, 2000
2. \$7,686,806.70 Perris Union High School District, (Riverside County, California), General Obligation Bonds, 1999 Election, Series B (CUSIP# 714398) November 19, 2002
3. 38,764,557.85 Perris Union High School District, General Obligation Bonds, 2004 Election, Series A (Riverside County, California) (CUSIP# 714398) March 29, 2005
4. \$7,805,000.00 Perris Union High School District, 2005 General Obligation Refunding Bonds (Riverside County, California) (CUSIP# 714398) March 29, 2005
5. \$7,232,820.00 Perris Union High School District, General Obligation Bonds, 2004 Election, Series B (Riverside County, California) (CUSIP# 714398) April 27, 2006
6. \$9,100,000.00 2007 Certificates of Participation (School Refinancing Project) Perris Union High School District (Riverside County, California) (CUSIP# 714399) December 20, 2007
7. \$23,500,000.00 Perris Union High School District, Certificates of Participation (2003 School Financing Project) (CUSIP# 714399) January 21, 2004
8. \$42,345,000 Perris Union High School District Financing Authority, 2011 Revenue Bonds (CUSIP#71440P) November 16, 2011

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 **PERRIS UNION HIGH SCHOOL DISTRICT**
11 **GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A**
12 **(Riverside County, California)**

13
14 **INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP®:**
15
16 **X.XXX% September 1, 20_____, 2013 0000000 XX0**

17
18
19 **REGISTERED OWNER: CEDE & CO.**

20
21 **PRINCIPAL AMOUNT: DOLLARS**

22
23
24 The **PERRIS UNION HIGH SCHOOL DISTRICT** ("District") in Riverside County
25 ("County"), California, for value received, promises to pay to the Registered Owner named
26 above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above,
27 and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated
28 above, on March 1 and September 1 ("Bond Payment Dates"), commencing March 1, 2014.

1 This Bond will bear interest from the Bond Payment Date next preceding the date of
2 authentication hereof unless it is authenticated as of a day during the period from the 16th day of
3 the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in
4 which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on
5 or before February 15, 2014, in which event it shall bear interest from _____, 2013,
6 provided, however, that if at the time of authentication of this Bond, interest is then in default on
7 the Bonds, this Bond shall bear interest from the Payment Date to which interest has previously
8 been paid or made available for payment thereon. Principal and interest are payable in lawful
9 money of the United States of America, without deduction for the paying agent services, to the
10 person in whose name this Bond (or, if applicable, on one or more predecessor Bonds) is
11 registered ("Registered Owner") on the Bond Register maintained by the Paying Agent, initially
12 U.S. Bank National Association ("Paying Agent"). Interest shall be calculated on the basis of a
13 360-day year comprised of twelve 30-day months. Principal is payable upon presentation and
14 surrender of this Bond at the principal office of the Paying Agent. Interest is payable by check
15 or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this
16 Bond (or one or more predecessor bonds) as shown and at the address appearing on the Bond
17 Register at the close of business on the 15th day of the calendar month next preceding that Bond
18 Payment Date, whether or not such day is a business day ("Record Date"). The Owner of an
19 aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent
20 that such Registered Owner be paid interest by wire transfer to the bank within the continental
21 United States and account number on file with the Paying Agent as of the Record Date.
22

23 This Bond is one of an aggregate amount of \$_____ of Bonds issued to be used for
24 the acquisition and construction of school facilities to serve the District under authority of and
25 pursuant to the laws of the State of California, and more than the requisite fifty-five percent
26 (55%) favorable vote of the electors of the District obtained at an election held on November 6,
27 2012, upon the question of issuing Bonds in the amount of \$153,420,000, the resolution of the
28 Board of Trustees of the District, adopted on May 15, 2013 ("District Resolution"), and the

1 resolution of the Riverside County Board of Supervisors, adopted on _____, 2013
2 (“County Resolution”). This Bond and the issue of which this Bond is one are payable as to both
3 principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to
4 such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this
5 issue are general obligations of the District and do not constitute an obligation of the County of
6 Riverside. No part of any fund of the County is pledged or obligated to the payment of the
7 Bonds of this issue.
8

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

22 The Bonds maturing on or before September 1, 20__, are not subject to optional
23 redemption prior to maturity. The Bonds maturing on or after September 1, 20__, are subject to
24 optional redemption prior to maturity from any funds legally available therefor, in whole or in
25 part on any date, on or after September 1, 20__, at the principal amount of the Bonds to be
26 redeemed, plus accrued but unpaid interest to the redemption date, without premium.
27
28

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

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

12 If less than all of the Bonds of any one maturity shall be called for redemption, the
13 particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by
14 the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided,
15 however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000
16 or some multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall
17 treat each Bond as representing that number of Bonds which is obtained by dividing the principal
18 amount of such Bond by \$5,000. If less than all of the Bonds shall be called for redemption, the
19 particular Bonds or portions thereof to be redeemed shall be called by lot in any manner which
20 the District in its discretion shall determine.

22 The Paying Agent shall give notice of the Redemption of the Bonds at the expense of the
23 District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be
24 redeemed; (b) the serial or registration numbers and CUSIP® numbers, if any, of the Bonds to be
25 redeemed; (c) the date of notice and the date of redemption; (d) the place or places where the
26 redemption will be made; and (e) descriptive information regarding the issue of Bonds and the
27 specific bonds redeemed, including the dated date, interest rate and stated maturity date of each.
28

1 Such notice shall further state that on the specified date there shall become due and payable upon
2 each Bond to be redeemed, together with interest accrued to said date, the redemption premium,
3 if any, and that from and after such date interest with respect thereto shall cease to accrue.
4

5 Notice of redemption shall be by registered or otherwise secured mail or delivery service,
6 postage prepaid, to the registered Owner of the Bonds, to a municipal registered securities
7 depository and to a national information service that disseminates securities redemption notices
8 and, by first-class mail, postage prepaid, to the District, the County and the respective Owners of
9 any registered Bonds designated for redemption at their addresses appearing on the Bond
10 registration books, in every case at least thirty (30) days, but not more than sixty (60) days, prior
11 to the redemption date; provided that neither failure to receive such notice nor any defect in any
12 notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds,
13 nor entitle the Owner thereof to interest beyond the date given for redemption.
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 on 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 rights and obligations of the District and of the Registered Owners of the Bonds may
23 be amended at any time, and in certain cases without the consent of the Registered Owners to the
24 extent and upon the terms and conditions provided in the County Resolution.
25

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

1
2 Reference is made to the County Resolution for a more complete description of the
3 provisions, among others, with respect to the nature and extent of the security for the bonds of
4 this series, the rights, duties and obligations of the District, the County, the Paying Agent and the
5 Registered Owners, and the terms and conditions upon which the bonds are issued and secured.
6 The Registered Owner of this Bond assents, by acceptance hereof, to all of the provisions of the
7 County Resolution.
8

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

19 This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any
20 security or benefit under the County Resolution until the Certificate of Authentication below has
21 been signed.
22
23
24
25
26
27
28

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

15

16

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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.
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[FORM OF BOND COUNSEL OPINION]

[Text of Opinion]

RESOLUTION NO. 33:12-13

RESOLUTION OF THE BOARD OF TRUSTEES OF THE PERRIS UNION HIGH SCHOOL DISTRICT PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$35,000,000 PRINCIPAL AMOUNT OF PERRIS UNION HIGH SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2012 ELECTION, SERIES A, PRESCRIBING THE TERMS OF SUCH BONDS AND THEIR SALE, AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, APPROVING FORM OF A PRELIMINARY OFFICIAL STATEMENT FOR SUCH BONDS, AUTHORIZING EXECUTION OF CERTAIN DOCUMENTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS AND TAKING RELATED ACTIONS

WHEREAS, the Perris Union High School District ("District" or "School District") is a public school district organized and operating within the County of Riverside ("County") pursuant to the laws of the State of California ("State"), including, but not limited to, the California Constitution and the California Education Code ("Education Code"); and

WHEREAS, the issuance of not to exceed \$153,420,000 aggregate principal amount of general obligation bonds of the District was authorized ("Bond Authorization") at an election duly called and regularly conducted within the District on November 6, 2012 (further identified as "Measure T") ("Bond Election"), which Bond Election was conducted pursuant to the provisions of the "Safer Schools, Smaller Classes and Financial Accountability Act" (also known as "Proposition 39"), the California Constitution and related California law; and

WHEREAS, the results of the Bond Election were certified by this Board of Trustees of the District ("District Board") by adoption of Resolution No. 21:12-13, adopted on February 20, 2013, pursuant to State law, and which Resolution No. 21:12-13 has been filed as required by State law; and

WHEREAS, the proceeds of general obligation bonds issued pursuant to the Bond Authorization are to be used for identified projects (as set out in District Resolution No. 39:11-12, adopted on June 20, 2012 ("Resolution No. 39:11-12"), which is incorporated herein by this reference) as approved by the voters in the Bond Election; and

WHEREAS, Sections 53506 *et seq.* of the California Government Code ("Government Code") and Section 15140 of the Education Code of the State of California authorize the Board of Supervisors of County ("County Board") to borrow funds through the issuance of general obligation bonds in the name and for the benefit of the District pursuant to resolutions adopted by the District Board and the County Board; and

WHEREAS, the Riverside County Superintendent of Schools has jurisdiction over the District and as such, pursuant to Education Code Section 15140(a), authority for the issuance of authorized bonds of the District lies with the County; and

WHEREAS, pursuant to Government Code Section 53506 *et seq.*, and, to the extent applicable, Education Code Sections 15100 *et seq.*, the District Board has determined that it is in the best interests of the District at this time to authorize the issuance of a portion of such authorized but unissued general obligation bonds in the total principal amount of not to exceed \$35,000,000 ("Bonds" or "Series A Bonds") and request the County Board to offer the Series A Bonds for sale pursuant to the request set forth herein; and

WHEREAS, the District Board has previously selected Stifel, Nicolaus & Company, Incorporated to act as its Underwriter for the sale of such Bonds ("Underwriter"), and has retained Bowie, Arneson, Wiles & Giannone as Bond Counsel ("Bond Counsel"), Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel ("Disclosure Counsel") and CSG Advisors Incorporated as Financial Advisor ("Financial Advisor") to the District in connection with the issuance and sale of the Series A Bonds; and

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

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

WHEREAS, pursuant to Government Code Sections 53506 *et seq.*, and Education Code Sections 15140 and/or 15146, as applicable, the Board of Trustees desires that the Series A Bonds be sold through a negotiated sale with the Underwriter and that the sale thereof may involve the purchase of a municipal bond insurance policy; and

WHEREAS, the District Board has been presented with the forms of a Bond Purchase Agreement, a Continuing Disclosure Certificate and a Preliminary Official Statement relating to the Series A Bonds, which documents are on file with the Clerk of the District Board; and

WHEREAS, the District Board has received additional information concerning the sale of the Series A Bonds, including, but not limited to, information concerning anticipated estimated costs of issuance of the Series A Bonds; and

WHEREAS, the District Board desires to make certain findings, and authorize and direct certain actions with respect to the issuance and sale of the Series A Bonds as set forth herein; and

WHEREAS, the District Board requests that the Auditor-Controller of the County, and other County officers, as applicable, levy on its 2013/2014 tax rolls, and all subsequent tax rolls, as applicable to the Series A Bonds as issued and sold, taxes to be levied against taxable property within the boundaries of the District, in an amount sufficient to pay the principal and interest on the Series A Bonds as such shall become due; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including Series A Bonds, is within all limits prescribed by law; and

WHEREAS, based on the foregoing, the District Board has determined that it is appropriate to adopt this Resolution, including making certain findings and directing certain related actions and requesting that the Series A Bonds be issued through the County on behalf of the District.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE PERRIS UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

Section 2. Conditions Precedent. The District Board determines that all acts and conditions necessary to be performed by the District Board or to have been met precedent to and in the issuing and sale of the Series A Bonds in order to make them legal, valid and binding general obligations of the District secured by the levy of *ad valorem* taxes have been performed and have been met, or will at the time of delivery of the Series A Bonds have been performed and met, in regular and due form as required by law; that the County Board has the power and is obligated to levy *ad valorem* taxes for the payment of the Series A Bonds and the interest thereon without limitation as to rate or amount upon all property within the District subject to taxation (except for certain classes of personal property); and that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series A Bonds.

Section 3. Amount and Purpose of Bonds. The Series A Bonds of the District in the aggregate principal amount of not to exceed \$35,000,000 shall be offered for sale, the proceeds of which are to be used for the purposes set out in District Resolution No. 39:11-12 and as approved at the Bond Election and to pay all necessary and appropriate costs or expenses incurred in the issuance of the Series A Bonds pursuant to Government Code Section 53509.5(b), and, as applicable, Education Code Sections 15145 and 15146 and applicable State law.

Section 4. Authority for Issuance of Bonds. That the Series A Bonds shall be issued and offered for sale by the County, on behalf of the District, pursuant to and in accordance with the California Constitution, the Bond Authorization, this Resolution, the County Resolution (as defined below), and Government Code Sections 53506 *et seq.*, and, to the extent applicable, Education Code Sections 15266, 15100 *et seq.* and 15140 *et seq.*

Section 5. Sale of Bonds: Designation.

(a) The County Board is hereby authorized and directed to issue and sell an aggregate principal amount of not to exceed \$35,000,000 of Series A Bonds authorized at the aforementioned Bond Election to be designated as “Perris Union High School District General

Obligation Bonds, 2012 Election, Series A" or such other designation as the Superintendent of the District ("Superintendent"), Assistant Superintendent, Business Services or the Superintendent's designee(s) (as described herein), may approve. The resolution of the County Board providing for the issuance and sale of the Series A Bonds is in certain instances herein referred to as the "County Resolution."

(b) The proceeds of the Series A Bonds shall be expended for the purposes set forth in the ballot submitted to the voters, approved in the Bond Election and subject to State law and to pay costs of issuance of the Series A Bonds. The Series A Bonds shall otherwise conform to the requirements set forth herein and in the County Resolution.

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

Section 7. Form of Purchase Agreement; Execution and Delivery.

(a) The form of the Purchase Agreement is hereby approved. The Superintendent and such other officers of the District as may be authorized by the District Board, Superintendent, Assistant Superintendent, Business Services or the Superintendent's designee(s) (each a "Designated Officer") are, and each of them acting alone hereby is, authorized to execute and deliver, with the County Treasurer ("Treasurer"), to the Underwriter the Purchase Agreement on behalf of the District, with such changes therein as the Designated Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District and subject to the terms and conditions set forth in the County Resolution. Such approval shall be conclusively evidenced by such Designated Officer's execution and delivery thereof. The Designated Officer, in consultation with the Financial Advisor, Underwriter, Bond Counsel and the Treasurer, is authorized and directed to establish or modify the terms of redemption of the Series A Bonds and establish the final principal amount of the Series A Bonds, provided, however, that such principal amount shall not exceed \$35,000,000. The Designated Officer is also authorized and directed to negotiate, in cooperation with the County Treasurer and the Financial Advisor, with the Underwriter the interest rates on the Series A Bonds, not-to-exceed a true interest cost of six percent (6.00%), and the Underwriter's discount shall not exceed eight-tenths of one percent (0.80%) of the principal amount of the Series A Bonds (exclusive of any premium paid on the Series A Bonds, costs of issuance of the Series A Bonds which may be paid by the Underwriter, and/or original issue discount, if any, which original issue discount shall not exceed 5.00%). True interest cost for purposes of this Section means that nominal interest rate that, when compounded semiannually and used to discount the debt service payments on the Series A Bonds to the dated date(s) of the Series A Bonds, results in an amount equal to the purchase price of the Series A Bonds, excluding interest accrued to the date of delivery (if any). For purposes of this calculation, the premium paid for the policy of municipal bond insurance, if any, shall be treated as interest paid on the Series A Bonds on the date of delivery.

(b) The Designated Officer, in consultation with the Financial Advisor, the Underwriter, and the Treasurer is authorized to determine or accept the principal amount of each

maturity of the Series A Bonds, the redemption provisions for the Series A Bonds, as applicable, the funding of any capitalized interest for the Series A Bonds (as determined to be necessary or appropriate) and the final purchase price for the Series A Bonds (subject to the limitations set forth herein) which shall be set forth in the Purchase Agreement. The term of the Series A Bonds shall be for not more than the maximum term allowed by law.

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

Section 8. Book-Entry Form. The Series A Bonds shall be initially issued in book-entry form, through the facilities of The Depository Trust Company ("DTC"), which shall be the registered owner of the Series A Bonds issued at the closing in the form of a single, certificated Bond for each maturity. The Designated Officer is hereby authorized to take all actions necessary or appropriate to facilitate such filing and lodgment. The Underwriter is requested to assist the District and County in qualifying the Series A Bonds for deposit with DTC. The District Board hereby authorizes and directs the Designated Officer to execute and deliver such documents and letter as are necessary or desirable to qualify the Series A Bonds as part of such book-entry form and system.

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

Section 10. Levy and Collection of Taxes. Pursuant to Education Code Sections 15250 *et seq.* (or any successor sections thereto) the District, upon sale and delivery of the Series A Bonds, requests that the County Board, take action to levy, or cause to be levied, on all the taxable property in the District, commencing with the 2013/2014 tax year, or as may be applicable given the debt service requirements of the Series A Bonds as issued and sold, and subsequent tax years, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series A Bonds are outstanding in an amount sufficient to pay the principal, accreted value or conversion value, of and interest on the Series A Bonds, as applicable, when due in accordance with the terms of the Series A Bonds and the County Resolution.

Section 11. Tax Covenants.

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

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

(c) The District covenants that it shall (i) make all calculations in a reasonable and prudent fashion relating to any rebate or excess investment earnings on the proceeds of the Series A Bonds due to the United States Treasury; and (ii) cause to be segregated and set aside from lawfully available sources held in the County treasury the amount such calculations indicate may be required to be paid to the United States Treasury. Based on such rebate calculations, the District will, to the extent required, cause to be set aside, from monies lawfully available, the amount of such rebate in a separate fund that the District hereby agrees to cause to be established and maintained as set forth in Section 11(b) hereof and in the County Resolution.

(d) The District Board hereby authorizes Bond Counsel and District staff to draft, complete, execute and include in the documents delivered in connection with the issuance and sale of the Series A Bonds, such statements, procedures and directives as may be necessary and convenient in order to meet federal tax goals or requirements in connection with maintaining the tax-exempt status of the Series A Bonds. In addition to the foregoing, District staff is authorized to append to such Tax Certificate a post-issuance compliance policy and procedures (in the form provided by Bond Counsel) to provide for on-going monitoring and compliance actions with respect to the Series A Bonds.

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

Section 12. Expenditure of Bond Proceeds. The District hereby covenants to expend all of the net Series A Bond proceeds in accordance with applicable law, including, but not limited to, Chapter 1 of Part 10 of Division 1 of Title 1 of the California Education Code of the State of California (commencing with Section 15100), as amended. The District reserves the right to request that the County, upon the sale of the Series A Bonds, deposit a portion of the proceeds thereof in the Debt Service Fund (established pursuant to the County Resolution), or one or more accounts thereof, in order to pay interest on the Series A Bonds for a period not-to-exceed the statutory maximum.

Section 13. Preliminary Official Statement; Official Statement. Pursuant to the provisions of the Education Code, including, but not limited to, Education Code Section 15149, and federal disclosure requirements, a Preliminary Official Statement relating to the Series A Bonds has been prepared, and the use and distribution of the Preliminary Official Statement and a final Official Statement in connection with the sale of the Series A Bonds is hereby authorized. The Underwriter is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Series A Bonds. The Designated Officer is authorized to approve, execute, and deliver, as applicable, copies of the Preliminary Official Statement and the final

Official Statement, with such changes therein as such officer shall approve, in his or her discretion as being in the best interests of the District. Upon approval of such changes by such officer, the Preliminary Official Statement shall be deemed final as of its date, except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The District Board hereby authorizes and directs the Designated Officer to deliver to the Underwriter a certificate to the effect that the District deems the Preliminary Official Statement, in the form approved by the Designated Officer, to be final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted under such Rule).

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

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

Section 15. County Books and Accounts. The Treasurer, the County and the Paying Agent are requested to keep, or cause to be kept, proper books of records and accounts to record (i) the amount of taxes collected pursuant to Section 10 hereof and the provisions of the County Resolution, (ii) all deposits, expenditure and investment earnings on the Debt Service Fund and the Costs of Issuance Fund and any and all accounts or subaccounts thereof, and (iii) all transfers of funds for the payment of principal of, or interest or redemption premiums on, the Series A Bonds, as applicable. The Paying Agent shall provide regular periodic written statements for such Costs of Issuance Fund to the District. Such books of record and accounts shall, upon reasonable notice, during regular business hours be subject to the inspection of the District, the Paying Agent (if other than the Treasurer) and the Owners of not less than ten percent (10%) of the Principal Amount of the Series A Bonds then Outstanding, or their representatives authorized in writing. Defined terms in this Section shall have the meaning(s) assigned thereto in the County Resolution. The Treasurer is requested to provide regular periodic statements of such funds and accounts to the District.

Section 16. Compliance with Proposition 39. The District hereby determines that it has complied, or will comply, with the applicable requirements prescribed by Proposition 39, and related applicable State statutory provisions, as follows:

(a) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the proceeds of the sale of the Series A Bonds (exclusive of costs of issuance and delivery of the Series A Bonds) ("Bond Proceeds" or "Series A Bond Proceeds") shall be used for the purposes specified in the list of specific school facilities projects set forth in Resolution No. 39:11-12 and approved by the voters in the Bond Election ("School Facilities Project List") and not for any other purpose, including teacher and administrator salaries and any other school operating expenses.

(b) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the School Facilities Project List was made available to the public for review prior to and during the Bond Election, which included the District Board's evaluation of safety, class size reduction and information technology needs in developing the School Facilities Project List as set forth in Resolution No. 39:11-12.

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

(d) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the District Board shall conduct, or cause to be conducted, annual, independent financial audits of the Bond Proceeds until all of the Bond Proceeds have been expended for the school facilities projects and capital expenditures identified in the School Facilities Project List.

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

(f) The Bond Election results were certified by the District Board pursuant to Resolution No. 21:12-13, and such resolution will be filed as required under Education Code Sections 15124 and 15274.

(g) Pursuant to Education Code Sections 15278 *et seq.*, the District Board has established its Citizens' Oversight Committee ("Committee") for Measure T and has appointed, or shall appoint, members thereto pursuant to the Committee Policy and Regulations previously adopted, as amended, by the District Board.

(h) Pursuant to Education Code Sections 15268 and 15270, based on estimates that assessed valuation will increase in accordance with Article XIII A of the California Constitution, the tax rate to be levied to meet the requirements of Section 18 of Article XVI of the California Constitution with regard to the Series A Bonds will not exceed Thirty Dollars (\$30) per year per One Hundred Thousand Dollars (\$100,000) of taxable property within the boundaries of the District. The District shall provide, or cause to be provided, a certificate specifying the estimated tax rate, to comply with this statutory requirement, at the time the Series A Bonds are delivered.

Section 17. Compliance with Certain Provisions of State Law; Annual Reporting.
That pursuant to Government Code Section 53410, the District Board hereby finds, determines and directs as follows: