

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



**ITEM**  
3.59  
(ID # 3978)

**MEETING DATE:**

Tuesday, April 11, 2017

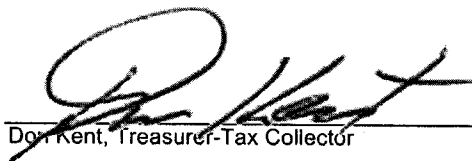
**FROM :** TREASURER-TAX COLLECTOR:

**SUBJECT:** TREASURER-TAX COLLECTOR: Resolution No. 2017-046 Lake Elsinore Unified School District General Obligation Bonds, 2016 Election, Series A, 1st District. [\$0] (Vote on Separately)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and adopt Resolution No. 2017-046 authorizing and approving the issuance and sale of Lake Elsinore Unified School District General Obligation Bonds, 2016 Election, Series A in a principal amount not to exceed \$33,000,000 and approving other related matters.

**ACTION:** Policy


  
\_\_\_\_\_  
Don Kent, Treasurer-Tax Collector 3/30/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: April 11, 2017  
xc: Treasurer

Kecja Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> n/a			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

**C.E.O. RECOMMENDATION:** APPROVE

**BACKGROUND:**

**Summary**

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. For fiscal accountability, the County Treasurer strongly recommends that school districts not be allowed to negotiate the sale of bonds without his participation.

Lake Elsinore Unified School District (the "District"), under the jurisdiction of the Riverside County Superintendent of Schools, wishes to offer bonds via a negotiated sale. Accordingly, the Governing Board of the District 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 8, 2016 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 \$105,000,000.

Resolution No. 2017-046 authorizes the issuance and sale of Lake Elsinore Unified School District General Obligation Bonds, 2016 Election, Series A (the "Series A Bonds") in a principal amount not to exceed \$33,000,000. The proceeds of the Series A Bonds will be used to finance District facilities projects, including adding classrooms and facilities to reduce overcrowding at existing schools.

The Series A Bonds represent a general obligation of the District and do not constitute a debt, liability, or obligation of the 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. 2017-046 and has approved it as to form.

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

**Impact on Citizens and Businesses**

The voters of the District approved the levy of ad valorem property taxes to pay for increased bonded indebtedness in exchange for new and improved District facilities, projects, and equipment.

**ATTACHMENTS (if needed, in this order):**

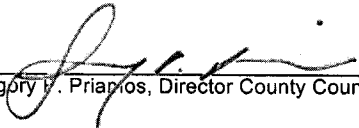
District Map

Resolution No. 2017-046

District Resolution

Bond Purchase Agreement

Preliminary Official Statement

  
\_\_\_\_\_  
Gregory V. Priaplos, Director County Counsel      3/29/2017

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**RESOLUTION NO. 2017-046**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, PROVIDING FOR THE ISSUANCE AND SALE OF LAKE ELSINORE UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES A, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-THREE MILLION DOLLARS (\$33,000,000); PRESCRIBING THE TERMS OF THE BONDS AND THEIR SALE; APPROVING FORM AND AUTHORIZING EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS; MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING RELATED ACTIONS**

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## TABLE OF CONTENTS

	<u>Page</u>
RECITALS .....	1
Section 1. Recitals; Incorporation of School Board Resolution .....	3
Section 2. Purpose and Designation of the Bonds .....	4
Section 3. Statutory Authorization.....	4
Section 4. Negotiated Sale .....	4
Section 5. Approval of Purchase Contract.....	5
Section 6. Additional Provisions Concerning Sale of Series A Bonds.....	6
Section 7. Certain Definitions.....	6
Section 8. Terms of Bonds.....	13
Section 9. Redemption Provisions .....	14
Section 10. Form of Bonds; Temporary Bonds; CUSIP® Numbers .....	20
Section 11. Execution of Bonds; Authentication.....	21
Section 12. Delivery of Bonds.....	22
Section 13. Bond Registration; Transfers .....	22
Section 14. Book-Entry System.....	24
Section 15. Paying Agent.....	28
Section 16. Payment of Principal and Interest.....	30
Section 17. Source of Payment; Security for the Series A Bonds .....	31
Section 18. Defeasance .....	33
Section 19. Partial Defeasance.....	34
Section 20. Establishment of Funds; Disposition of Proceeds of the Bonds; Investment .....	35
Section 21. Bond Insurance .....	38
Section 22. Preliminary Official Statement; Official Statement.....	39
Section 23. Continuing Disclosure .....	39
Section 24. Tax and Arbitrage Matters .....	40
Section 25. County Books and Accounts.....	41
Section 26. Execution of Documents by Bond Owners.....	41
Section 27. Unclaimed Monies .....	42
Section 28. Conditions Precedent .....	43

Section 29. Amendments ..... 43  
Section 30. Benefits Limited to Parties..... 45  
Section 31. Acceptance of Payment of County Costs..... 45  
Section 32. Approval of Actions..... 45  
Section 33. Partial Invalidity; Severability ..... 45  
Section 34. Compliance With Law ..... 46  
Section 35. Effective Date ..... 46  
Section 36. Clerk's Certificate ..... 46

EXHIBITS:

EXHIBIT A - FORM OF BOND PURCHASE AGREEMENT ..... A-1  
EXHIBIT B - FORM OF SERIES A BOND.....B-1

RESOLUTION NO. 2017-046

RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, PROVIDING FOR THE ISSUANCE AND SALE OF LAKE ELSINORE UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES A, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-THREE MILLION DOLLARS (\$33,000,000); 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 Lake Elsinore Unified School District ("District") is a public school district duly organized and operating pursuant to the Constitution and the laws of the State of California; and

WHEREAS, an election was duly called and regularly held in the District, County of Riverside ("County"), State of California ("State"), on November 8, 2016 ("Election"), and thereafter canvassed pursuant to law; and

WHEREAS, at such Election there was submitted to, and approved by the requisite 55% favorable vote of the qualified electors of the District, as certified by the Riverside County Registrar of Voters in the official canvassing of the voters, a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot measure

FORM APPROVED COUNTY COUNSEL  
BY: *Dale A. Gardner*  
DATE: 5/23/17

1 submitted to the voters, in the maximum principal amount of \$33,000,000, payable from the levy  
2 of an *ad valorem* tax against the taxable property in the District (“Authorization”); and  
3

4         **WHEREAS**, pursuant to the provisions of the California Constitution and the  
5 Authorization, the District may, pursuant to certain of the provisions and limitations of Article 1  
6 of Chapter 1.5 of Part 10 of Division 1 of Title 1 of the California Education Code (“Education  
7 Code”), proceed to borrow funds pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1  
8 of Division 2 of Title 5 of the California Government Code (“Government Code”) of the State of  
9 California, being Section 53506 *et seq.*, and, as applicable, Education Code Sections 15266, 15140  
10 *et seq.*, which authorizes the District Board to issue general obligation bonds through the County  
11 by way of a resolution and compliance with certain statutory requirements; and  
12

13         **WHEREAS**, pursuant to the Authorization and Government Code Sections 53506 *et seq.*,  
14 including, but not limited to Government Code Section 53508.7(c) and, as applicable, Education  
15 Code Sections 15266, 15100 *et seq.*, 15140 *et seq.*, the District Board adopted its Resolution No.  
16 2016-17-042 on March 9, 2017 (“District Resolution”), an executed electronic copy of which has  
17 been received by the County Board, requesting the County Board to issue a series of such  
18 authorized school district general obligation bonds, designated such as the “Lake Elsinore Unified  
19 School District General Obligation Bonds, 2016 Election, Series A,” in an aggregate principal  
20 amount not to exceed \$33,000,000 (“Series A Bonds” or “Bonds”); and  
21

22         **WHEREAS**, pursuant to the District Resolution, the District Board determined that the  
23 Series A Bonds shall be issued only as current interest bonds and will not be issued as bonds with,  
24 including or allowing any compounding of interest as described in Statutes of 2013 Chapter 477;  
25 and  
26  
27  
28



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

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

14           **WHEREAS**, the District Board has further requested this County Board to sell the Series  
15 A Bonds to Stifel, Nicolaus & Company, Incorporated (“Underwriter”), pursuant to the terms of  
16 the proposed form of Bond Purchase Agreement (“Purchase Agreement”) to be entered into by  
17 and among the County, the District and the Underwriter, subject to the limitations set forth in the  
18 District Resolution and herein; and  
19

20           **WHEREAS**, this County Board desires to make certain determinations and to authorize  
21 the issuance, sale and delivery of the Series A Bonds.  
22

23           NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
24 THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FOLLOWS:  
25

26           **Section 1. Recitals; Incorporation of District Resolution.** The foregoing recitals are  
27 true and correct and are incorporated herein by this reference. The District Resolution, together  
28

1 with the exhibits thereto, is on file with this County Board and is incorporated herein by reference  
2 and all of the provisions thereof are made a part hereof and shall be applicable to the sale and  
3 delivery of the Series A Bonds, except as otherwise specified herein. Notwithstanding the  
4 foregoing, the County assumes no liability or responsibility for representations or warranties of  
5 the District as set forth in the District Resolution.

6  
7 **Section 2. Purpose and Designation of the Bonds.** The Series A Bonds shall be issued  
8 in the name and on behalf of the District in the aggregate Principal Amount of not to exceed  
9 \$33,000,000 for the purposes of: (a) raising money for acquiring and constructing the projects,  
10 facilities and equipment set forth in the Authorization approved by the voters at the Election, as  
11 further described herein; (b) funding interest on the Series A Bonds for a period of time, to be  
12 specified, as authorized by California law; and (c) to pay all necessary legal, financial, printing,  
13 insurance and other contingent costs in connection with the issuance, sale and delivery of the Series  
14 A Bonds, as further set forth herein and subject to the applicable provisions of the California  
15 Constitution and California law including, but not limited to, the Government Code and the  
16 Education Code. Subject to the provisions of Section 6, the Series A Bonds shall be officially  
17 designated as the “**Lake Elsinore Unified School District General Obligation Bonds, 2016**  
18 **Election, Series A.**”

19  
20 **Section 3. Statutory Authorization.** The Series A Bonds are authorized to be issued and  
21 sold by the County in the name of the District pursuant to the California Constitution, the Election,  
22 the Authorization, the District Resolution, this Resolution, the provisions of Government Code  
23 Sections 53506 *et seq.*, and to the extent applicable, Education Code Sections 15266, 15100 *et seq.*  
24 and 15140 *et seq.*

25  
26 **Section 4. Negotiated Sale.** The Series A Bonds shall be sold through a negotiated sale  
27 to the Underwriter upon the direction of a Designated Officer (as defined herein), on behalf of the  
28

1 District, acting together with an authorized representative(s) of the Office of the County Treasurer  
2 and Tax Collector ("Treasurer") of Riverside County. The Series A Bonds shall be sold pursuant  
3 to the applicable provisions of the Government Code, and, as applicable, the Education Code, the  
4 provisions and requirements of the District Resolution and this Resolution, and the terms and  
5 conditions set forth in the Purchase Agreement, as described herein.

6  
7 **Section 5. Approval of Purchase Agreement.** The Series A Bonds will be sold at  
8 negotiated sale by the Treasurer pursuant to the terms and conditions set forth in the Purchase  
9 Agreement, substantially in the form appended hereto as Exhibit "A" and incorporated by  
10 reference herein. The form of the Purchase Agreement is hereby approved and the Treasurer, or  
11 any designated deputy thereof, is hereby authorized to execute and deliver the Purchase Agreement  
12 and the Superintendent, or other Designated Officer (as defined herein) of the District, is hereby  
13 requested to execute the Purchase Agreement, with such changes therein, deletions therefrom and  
14 modifications thereto as the Treasurer, or designated deputy thereof, and the District may approve,  
15 such approval to be conclusively evidenced by his or her execution and delivery thereof; provided,  
16 however, that the principal amount of the Series A Bonds shall be determined by the District (but  
17 in no event to exceed \$33,000,000), the term of the Series A Bonds shall not exceed the statutory  
18 legal maximum, the true interest cost (as defined in the District Resolution) of the Series A Bonds  
19 shall not exceed six percent (6.00%), and the Underwriter's discount shall not exceed three-  
20 quarters of one percent (0.75%) of the principal amount of the Series A Bonds (exclusive of any  
21 premium or original issue discount on the Series A Bonds, and any such original issue discount  
22 shall not exceed five percent (5.00%) (and further excluding any amount(s) which may be held by  
23 the Underwriter to pay designated costs of issuance under the terms of the Purchase Agreement).  
24 The Treasurer, or designated deputy thereof, is further authorized to determine the Principal  
25 Amount of the Series A Bonds of each maturity to be specified in the Purchase Agreement for sale  
26 by the County, up to an aggregate Principal Amount of \$33,000,000, to determine, upon  
27 consultation with the District, to set or modify redemption terms for the Series A Bonds and to

1 enter into, execute and deliver the Purchase Agreement, if the conditions set forth in this  
2 Resolution are met. The Treasurer is also authorized to make those determinations and/or approve  
3 the matters set out in Section 6 hereof.

4  
5 If, upon consultation with the Designated Officer (as defined herein) of the District, the  
6 District determines to acquire municipal bond insurance to secure all or a portion of the Series A  
7 Bonds, the Treasurer may so provide in the Purchase Agreement.

8  
9 **Section 6. Additional Provisions Concerning Sale of Series A Bonds.** As additional  
10 proceedings of the County in connection with the sale of any of the Series A Bonds authorized by  
11 this Resolution, there is hereby delegated to the Treasurer, or designated deputy thereof, the power  
12 to take the following actions and make the following determinations:

13  
14 (a) To consent to or determine the application of the proceeds of the Series A Bonds  
15 for the purposes stated herein, including, without limitation, the amount of capitalized interest, if  
16 any, that will be funded for the Series A Bonds from the proceeds of the Series A Bonds and the  
17 date or dates through which such capitalized interest will be funded; and/or

18  
19 (b) To omit from, add to or incorporate into the designation and title of the Series A  
20 Bonds contained in Section 2 of this Resolution any provision, or modify such designation or title  
21 in any other manner, in which may be deemed necessary or advisable by the Treasurer, or  
22 designated deputy thereof, in connection with the issuance, sale and delivery of, and security for,  
23 the Series A Bonds and which is not inconsistent with the provisions of this Resolution;

24  
25 **Section 7. Certain Definitions.** As used in this Resolution, the terms set forth below shall  
26 have the following meanings ascribed to them:

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

11  
12 (b) **“Authorized Newspaper”** means a newspaper selected by the District which is  
13 customarily published at least once a day for at least five days (other than legal holidays) in each  
14 calendar week, published in the English language, of general circulation in the County of Riverside  
15 and which has been adjudicated or designated as a “newspaper of general circulation” pursuant to  
16 California law.

17  
18 (c) **“Bond Counsel”** means a firm of nationally recognized bond counsel, initially  
19 Bowie, Arneson, Wiles & Giannone.

20  
21 (d) **“Bond Insurer”** means any insurance company which issues a municipal bond  
22 insurance policy insuring the payment of Principal of, and interest on, all or a portion of the Series  
23 A Bonds.

24  
25 (e) **“Bond Payment Date”** or **“Interest Payment Date”** means, unless otherwise  
26 provided in the Purchase Agreement as executed and delivered, February 1 and August 1,  
27  
28

1 commencing on the date(s) set forth in the Purchase Agreement, and commencing on the date set  
2 forth in the Purchase Agreement, with respect to the Principal payments on the Series A Bonds.

3  
4 (f) **“Bond Register”** or **“Registration Books”** means the listing of names and  
5 addresses of the then-current registered owners of the Bonds, as maintained by the Paying Agent  
6 in accordance with Section 13 hereof.

7  
8 (g) **“Bonds”** or **“Series A Bonds”** means, collectively, the Lake Elsinore Unified  
9 School District General Obligation Bonds, 2016 Election, Series A.

10  
11 (h) **“Building Fund”** shall have the meaning set forth in Section 20 hereof.

12  
13 (i) **“Business Day”** means a day which is not a Saturday or Sunday or a day on which  
14 banking institutions are authorized or required by law or executive order to be closed in California  
15 and New York for commercial banking purposes and on which the Federal Reserve system is not  
16 closed.

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

23  
24 (k) **“County”** means the County of Riverside, California, a political subdivision of the  
25 State of California organized and existing under the Constitution and laws of the State and any  
26 successor thereto.

1 (l) **“County Board”** means the Board of Supervisors of the County.

2  
3 (m) **“Date of Issuance”** or **“Closing Date”** means the delivery date with respect to the  
4 Series A Bonds, or such other date(s) for the issuance of the Series A Bonds as may be designated  
5 by the Purchase Agreement.

6  
7 (n) **“Debt Service Fund”** shall have the meaning set forth in Section 20 hereof.

8  
9 (o) **“Designated Officer(s)”** means the District’s Superintendent, Chief Business  
10 Official, or other persons designated in writing by the District’s Superintendent as a Designated  
11 Officer of the District.

12  
13 (p) **“District”** or **“School District”** means the Lake Elsinore Unified School District,  
14 a public school district organized and operating under the Constitution and the laws of the State of  
15 California, and any lawful successor thereto.

16  
17 (q) **“District Board”** means the Governing Board of the District.

18  
19 (r) **“DTC”** or **“Depository”** means The Depository Trust Company, a limited purpose  
20 trust company organized under the laws of the State of New York in its capacity as securities  
21 depository for the Series A Bonds.

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

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

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

9  
10 (v) **“Nominee”** means the nominee of the Depository, which may be the Depository,  
11 as determined from time to time pursuant to Section 14 hereof.

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

15  
16 (x) **“Official Statement”** shall have the meaning set forth in Section 22 hereof.

17  
18 (y) **“Outstanding”** means all Series A Bonds theretofore issued by or on behalf of the  
19 District, except:

- 20 (1) Series A Bonds theretofore canceled by the District or surrendered to the  
21 District for cancellation;
- 22 (2) Series A Bonds for the transfer or exchange of or in lieu of or in substitution  
23 for which other Series A Bonds shall have been authenticated and delivered  
24 by the District pursuant to the terms hereof; and
- 25 (3) Series A Bonds paid and discharged pursuant to Sections 18 or 19 hereof.
- 26  
27  
28



1 (z) **“Owner”** or **“Bond Owner”** means the current registered owner of a Series A  
2 Bond or Series A Bonds to whom payments of Principal and interest are made.

3  
4 (aa) **“Participants”** means those broker-dealers, banks and other financial institutions  
5 from time to time for which DTC holds book-entry certificates as securities depository.

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

10  
11 (cc) **“Principal”** or **“Principal Amount”** means, with respect to any Series A Bond,  
12 the principal amount stated thereon.

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

18  
19 (ee) **“Rebate Fund”** shall have the meaning set forth in Section 20 hereof.

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

23  
24 (gg) **“Redemption Notice”** shall have the meaning set forth in Section 9 hereof.

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

1  
2 (ii) **“Securities Depositories”** means the following: The Depository Trust Company,  
3 with Cede & Co. as its nominee, and in accordance with then current guidelines of the Securities  
4 and Exchange Commission, such other addresses and/or such other securities depositories as the  
5 District may designate in a Written Request of the District delivered to the Paying Agent.  
6

7 (jj) **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial  
8 Services, LLC, a corporation duly organized and existing under the laws of the State of New York,  
9 and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall  
10 no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed  
11 to refer to any other nationally recognized securities rating agency selected by the District.  
12

13 (kk) **“State”** means the State of California.  
14

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

19 (mm) **“Term Bonds”** means those Series A Bonds for which mandatory sinking fund  
20 redemption dates have been established in the Purchase Agreement.  
21

22 (nn) **“Transfer Amount”** means, with respect to any Outstanding Series A Bond, the  
23 Principal Amount.  
24

25 (oo) **“Treasurer”** or **“County Treasurer”** means the Treasurer and Tax Collector of  
26 the County of Riverside, California, or any authorized deputy thereof.  
27

1 (pp) “Underwriter” or “Purchaser” means Stifel, Nicolaus & Company, Incorporated,  
2 the initial purchaser of the Series A Bonds as identified in the Purchase Agreement.

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

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

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

18  
19 **Section 8. Terms of Bonds.** The Series A Bonds shall be issued in one series. The Series  
20 A Bonds shall consist of current interest bonds.

21  
22 The Series A Bonds shall be issued as fully-registered bonds, without coupons, in the  
23 denominations of \$5,000 Principal Amount or any integral multiple thereof.

24  
25 The Series A Bonds shall be dated the Date of Issuance, and shall bear interest at the rate  
26 or rates consistent with the interest cost limitations set forth in Section 5, payable on February 1  
27 and August 1 of each year, commencing on the date specified in the Purchase Agreement (subject  
28

1 to the terms of the Purchase Agreement, as executed and delivered) (each, an “Interest Payment  
2 Date”), the actual interest rate or rates and the actual maturity schedule to be fixed at the time of  
3 sale. Each Series A Bond shall be issued in denominations of \$5,000 Principal Amount or integral  
4 multiples thereof, and shall bear interest from the Interest Payment Date next preceding the date  
5 of authentication thereof unless it is authenticated as of a day during the period from the 16th day  
6 of the month next preceding any Interest Payment Date to the Interest Payment Date, inclusive, in  
7 which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on  
8 or before the Record Date prior to the initial Interest Payment Date, in which event it shall bear  
9 interest from the Date of Issuance, computed using a year of 360 days, comprised of twelve 30-  
10 day months; provided, however, that if at the time of authentication of any Series A Bond, interest  
11 is then in default on Outstanding Series A Bonds, such Series A Bond shall bear interest from the  
12 Interest Payment Date to which interest has previously been paid or made available for payment  
13 thereon. The foregoing terms shall be subject to the terms of the Purchase Agreement as executed  
14 and delivered.

15  
16 The Series A Bonds will be sold as provided for herein; notwithstanding anything herein  
17 to the contrary, the terms of the Series A Bonds, as set forth in this Resolution, may be amended  
18 prior to delivery in accordance with the provisions of the Purchase Agreement. The Series A Bond  
19 maturities may be adjusted by the Treasurer and the Designated Officer(s), in consultation with  
20 the Underwriter and the District, as appropriate, to provide funds to finance school facilities,  
21 capital projects and equipment as set forth in the Authorization, pay for the costs of issuance of  
22 the Series A Bonds and furnish funds as needed for capitalized interest purposes, provided that the  
23 total par amount of the Series A Bonds shall not exceed \$33,000,000. In the event of a conflict or  
24 inconsistency between this Resolution and the Purchase Agreement relating to the terms of the  
25 Series A Bonds, the provisions of the Purchase Agreement shall be controlling.

26 **Section 9. Redemption Provisions.**  
27  
28

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

3  
4 (b) Mandatory Sinking Fund Redemption of Term Bonds. The Term Bonds, if any,  
5 are subject to mandatory sinking fund redemption prior to their maturity, by lot, without  
6 premium(s), on each August 1 (or such other date specified in the Purchase Agreement), in the  
7 years and in the amounts as set forth in the Purchase Agreement and in the Official Statement. In  
8 the event that there are no Term Bonds specified in the Purchase Agreement, this subsection shall  
9 not apply.

10  
11 (c) [Reserved].

12  
13 (d) Selection of Bonds for Redemption. Whenever less than all of the outstanding  
14 Bonds are to be redeemed, the Paying Agent, upon written direction from the District, shall select  
15 the Bonds to be redeemed as so directed, and if not so directed in inverse order of maturity, and  
16 within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot  
17 shall be in such manner as the Paying Agent shall determine; provided, however, that the portion  
18 of any Series A Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any  
19 integral multiple thereof. The Paying Agent shall promptly notify the District of the Series A Bonds  
20 so selected for redemption on such date. In the event that Term Bonds are subject to optional  
21 redemption pursuant to Section 9(a), there shall be pro rata reductions in the annual sinking fund  
22 payments due on such Outstanding Term Bonds or as shall otherwise be set forth in the Purchase  
23 Agreement.

24  
25 (e) Form of Notice of Redemption. The Paying Agent shall give notice of the  
26 redemption of the Series A Bonds ("Redemption Notice") at the expense of the District. Such  
27 notice shall specify: (a) that the Series A Bonds or a designated portion thereof are to be redeemed;

1 (b) if less than all of the then outstanding Bonds are to be called for redemption, shall designate  
2 the numbers (or state that all Series A Bonds between two stated numbers both inclusive have been  
3 called for redemption) and CUSIP® numbers, if any, of the Series A Bonds to be redeemed; (c) the  
4 date of notice and the date of redemption; (d) the place or places where the redemption will be  
5 made; and (e) descriptive information regarding the Series A Bonds and the specific Series A  
6 Bonds to be redeemed, including the dated date, interest rate and stated maturity date of each.  
7 Such notice shall further state that on the specified date there shall become due and payable upon  
8 each Series A Bond to be redeemed, the portion of the Principal Amount of such Series A Bond to  
9 be redeemed, together with interest accrued, to the date of redemption, and redemption  
10 premium(s), if any, and that from and after such date interest with respect thereto shall cease to  
11 accrue, as applicable.

12  
13 (f) Provision of Notice of Redemption. Any Redemption Notice shall be mailed, first  
14 class postage, to the registered Owners of the Series A Bonds, to a Securities Depository and to a  
15 national Information Service, and by first class mail, postage prepaid, to the District and the County  
16 and the respective Owners of any registered Series A Bonds designated for redemption at their  
17 addresses appearing on the Bond Register, in every case at least thirty (30) days, but not more than  
18 forty-five (45) days, prior to the designated redemption date; provided that neither failure to  
19 receive such notice, failure to send such Redemption Notice nor any defect in any Redemption  
20 Notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series  
21 A Bonds nor entitle the Owner thereof to interest beyond the date given for redemption. A  
22 certificate provided by the Paying Agent that notice of such redemption has been given as herein  
23 provided shall be conclusive as against all parties, and it shall not be open to a Bond Owner to  
24 show that he or she failed to receive notice of such redemption. In case of the redemption as  
25 permitted herein of all of the Outstanding Bonds of any one maturity, notice of redemption shall  
26 be given by mailing as herein provided, except that the notice of redemption need not specify the  
27 serial numbers of the Series A Bond of such maturity.

1  
2 Neither failure to receive or failure to send, to the Securities Depositories or Informational  
3 Services, any Redemption Notice nor any defect in any such Redemption Notice so given shall  
4 affect the sufficiency of the proceedings for the redemption of the affected Series A Bonds.  
5 Neither the failure to receive such notice, the failure to send such notice, nor any defect in any  
6 notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series  
7 A Bonds or the cessation of accrual of interest represented thereby from and after the redemption  
8 date.

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

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

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

10  
11 Each check issued or other transfer of funds made by the Paying Agent for the purpose of  
12 redeeming Series A Bonds shall bear or include the CUSIP® number identifying, by issue and  
13 maturity, the Series A Bonds being redeemed with the proceeds of such check or other transfer.

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

23  
24 (i) Effect of Notice of Redemption. Notice having been given as aforesaid, and the  
25 monies for the redemption (including the interest to the applicable date of redemption) having  
26 been set aside in the District's Debt Service Fund, the Series A Bonds to be redeemed shall become  
27 due and payable on such date of redemption, as set forth herein.



1  
2 If on such redemption date, money for the redemption of all the Series A Bonds to be  
3 redeemed as provided in this Section 9, together with interest to such redemption date, shall be  
4 held by the Paying Agent so as to be available therefor on such redemption date, and if notice of  
5 redemption thereof shall have been given as aforesaid, then from and after such redemption date,  
6 interest with respect to the Series A Bonds to be redeemed shall cease to accrue and become  
7 payable. All money held by or on behalf of the Paying Agent for the redemption of Series A Bonds  
8 shall be held in trust for the account of the Owners of the Series A Bonds so to be redeemed.

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

22  
23 (k) Partial Redemption of Series A Bonds. Upon the surrender of any Series A Bond  
24 redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new  
25 Series A Bond or Series A Bonds of like tenor and maturity and of authorized denominations equal  
26 in Transfer Amounts to the unredeemed portion of the Series A Bond surrendered. Such partial  
27  
28

1 redemption shall be valid upon payment of the amount required to be paid to such Owner, and the  
2 District shall be released and discharged thereupon from all liability to the extent of such payment.

3  
4 (l) Cancellation of Redeemed Bonds. All Series A Bonds paid at maturity or redeemed  
5 prior to maturity pursuant to the provisions of this Section and Section 16 shall be canceled upon  
6 surrender thereof and be delivered to or upon the order of the County and the District. All or any  
7 portion of a Series A Bond purchased by the Treasurer or the District pursuant to subsection (j)  
8 above shall be canceled by the Paying Agent, and the Paying Agent shall provide a written  
9 certification of such cancellation and destruction to the District.

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

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

1  
2           The Series A Bonds may be initially issued in temporary form exchangeable for definitive  
3 Series A Bonds when ready for delivery. The temporary Series A Bonds may be printed or  
4 typewritten, shall be of such denominations as may be determined by the Treasurer and the District,  
5 and may contain such reference to any of the provisions of this Resolution as may be appropriate.  
6 Every temporary Bond shall be executed by the County upon the same conditions and in  
7 substantially the same manner as the definitive Series A Bonds. If the County issues temporary  
8 Series A Bonds, it will execute and furnish definitive Series A Bonds without delay, and thereupon  
9 the temporary Series A Bonds may be surrendered, for cancellation, in exchange therefor at the  
10 principal office of the Paying Agent and the Paying Agent shall deliver in exchange for such  
11 temporary Series A Bonds an equal aggregate Principal amount of definitive Series A Bonds of  
12 authorized denominations. Until so exchanged, the temporary Series A Bonds shall be entitled to  
13 the same benefits pursuant to this Resolution as definitive Series A Bonds executed and delivered  
14 hereunder.

15  
16           CUSIP® identification numbers shall be imprinted on the Series A Bonds, but such  
17 numbers shall not constitute a part of the contract evidenced by the Series A Bonds and any error  
18 or omission with respect thereto shall not constitute cause for refusal of the Purchaser to accept  
19 delivery of and pay for the Series A Bonds. In addition, failure on the part of the County or the  
20 District to use such CUSIP® numbers in any notice to Owners of the Series A Bonds shall not  
21 constitute an event of default or any violation of the District's contract with such Owners and shall  
22 not impair the effectiveness of any such notice.

23  
24           **Section 11. Execution of Bonds; Authentication.** The Series A Bonds shall be executed  
25 by the manual or facsimile signature of the Chair of the County Board ("Chair") and the Treasurer,  
26 or any designated deputy of the Treasurer, and countersigned by the manual or facsimile signature  
27 of the Clerk of the County Board or any designated deputy, and the official seal of the County  
28

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

5  
6 No Series A Bond shall be valid or obligatory for any purpose or shall be entitled to any  
7 security or benefit under this Resolution unless and until the certificate of authentication printed  
8 on the Series A Bond is signed by the Paying Agent as authenticating agent for the Series A Bonds.  
9 Authentication by the Paying Agent shall be conclusive evidence that the Series A Bond so  
10 authenticated has been duly issued, signed and delivered under this Resolution and is entitled to  
11 the security and benefit of this Resolution.

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

18  
19 **Section 13. Bond Registration; Transfers.** As hereinafter provided, the Bonds shall be  
20 delivered in a form and with such terms as will permit them to be in book-entry only form,  
21 deposited with DTC. If the book-entry only system is no longer in effect, the District will cause  
22 the Paying Agent to maintain and keep at its principal corporate trust office all books and records  
23 necessary for the registration, exchange and transfer of certificated Bonds as provided in this  
24 Section ("Bond Register") and which Bond Register shall, upon reasonable notice, be open to  
25 inspection by the District. While the book-entry only system is in effect, such books need not be  
26 kept, as the Bonds will be represented by one Bond for each maturity registered in the name of  
27 Cede & Co., as nominee for DTC.

1  
2 Subject to the provisions of Section 14 below, the person in whose name a Bond is  
3 registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all  
4 purposes of this Resolution. Payment of or on account of the Principal, premium(s), if any, and  
5 interest on any Bond, as applicable, shall be made only to or upon the order of the Owner thereof;  
6 the District, the County and the Paying Agent shall not be affected by any notice to the contrary,  
7 but the registration may be changed as provided in this Section. All such payments shall be valid  
8 and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to  
9 the extent of the amount or amounts so paid.

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

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

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

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

15  
16 The District, the County and the Paying Agent shall not be required to: (a) issue or transfer  
17 any Bonds during a period beginning the day after the Record Date next preceding any Interest  
18 Payment Date or beginning on the date of selection of Bonds to be redeemed and ending with the  
19 close of business on the Interest Payment Date or day on which the applicable notice of redemption  
20 is given, as applicable, or (b) transfer any Bonds which have been selected or called for redemption  
21 in whole or in part.

22  
23 **Section 14. Book-Entry System.** Except as provided below, the owner of all of the Bonds  
24 shall be The Depository Trust Company (DTC), and the Bonds shall be registered in the name of  
25 Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form  
26 of a single, fully-registered Bond for each maturity (which may be typewritten). Upon initial  
27 execution and delivery, as provided for herein, the ownership of such Bond shall be registered in

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

1 respect to payment of Principal, premium(s), if any, and interest on the Bonds, as applicable, to  
2 the 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 of  
4 Principal, premium(s), 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 the  
22 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, per  
24 maturity, registered in the name of such successor or substitute qualified securities depository or  
25 its nominee. If the District fails to identify another qualified securities depository to replace the  
26 Depository, then the Bonds shall no longer be restricted to being registered in the Bond Register  
27 in the name of the Nominee, but shall be registered in whatever name or names owners of the  
28



1 Bonds transferring or exchanging Bonds shall designate, in accordance with provisions of this  
2 Resolution, and the District shall prepare and deliver Bonds to the owners thereof for such 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 Bond  
17 indicating the date and amounts of such reduction in Principal, but in such event the District  
18 records maintained by the Paying Agent shall be conclusive as to what amounts are Outstanding  
19 on the Bond, except in the case of final maturity in which case the Bond must be presented to the  
20 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(s),  
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.  
28

1  
2 None of the County, the District or the Paying Agent shall have any responsibility for  
3 transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial  
4 owners of the Series A Bonds and neither the County, the District nor the Paying Agent shall have  
5 any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party,  
6 including the Depository or its Nominee for any failure of the Depository or its Nominee to provide  
7 notices, distribute payments on the Series A Bonds nor take other actions concerning the beneficial  
8 owners of the Series A Bonds which are the responsibility of the Depository or its Nominee. As  
9 to the District, the foregoing is subject to the express provisions 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 agent  
14 for the Series A Bonds. All fees and expenses incurred for services of the Paying Agent shall be  
15 the sole responsibility of the District, subject to the terms hereof. The Paying Agent may also  
16 function as the dissemination agent for the Bonds and if so acting, shall perform all duties and  
17 obligations as set forth in the Continuing Disclosure Certificate, as described in Section 23 hereof.  
18

19 (b) The Paying Agent may, at any time, resign as Paying Agent upon 60 days' prior  
20 written notice to the Treasurer and the District, and the Paying Agent may be removed at any time  
21 upon 30 days' written notice by the District. If at any time the Paying Agent shall resign or be  
22 removed, the District shall appoint a successor Paying Agent, with the written consent of the  
23 Treasurer, which shall be a bank or trust company doing business in and having a principal  
24 corporate trust office in the County or Los Angeles County, California, or such other location  
25 within the State as the District shall expressly consent to, with at least \$250,000,000 in assets and  
26 willing and able to accept the office on reasonable and customary terms and authorized by law to  
27 perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the  
28

1 acceptance of its duties and obligations hereunder by executing and delivering to the District a  
2 written acceptance thereof. Resignation or removal of the Paying Agent shall be effective only  
3 upon appointment and acceptance of a successor Paying Agent. The Paying Agent shall keep  
4 accurate records of all funds administered by it and of all Series A Bonds paid and discharged by  
5 it. Such records shall be provided, upon reasonable request and reasonable notice to the Paying  
6 Agent, in a 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 Informational 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, provided  
20 that such company or association shall be eligible under Section 15(b), shall be the successor to  
21 the Paying Agent and vested with all of the title to the trust estate and all of the trust, powers,  
22 discretions, immunities, privileges and all other matters as was its predecessor, without the  
23 execution or filing of any paper or further act, anything herein to the contrary notwithstanding.  
24 All costs associated with the Paying Agent's merger or consolidation with another bank or trust  
25 company shall be paid by the successor Paying Agent. No expense resulting from such merger or  
26 consolidation shall be billed to the District.

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 Resolution  
8 shall be retained in its possession at the Office of the Paying Agent and shall be subject during  
9 business hours and upon reasonable notice to the inspection of the District or the Owners and their  
10 agents and representatives duly authorized in writing.

11  
12 **Section 16. Payment of Principal and Interest.** The Principal, premium(s), 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 such  
20 Owner be paid interest by wire transfer to the bank within the continental United States and account  
21 number on file with the Paying Agent as of the Record Date.

22  
23 Payments of Principal and redemption premium(s), if any, shall be payable at maturity or  
24 redemption upon surrender at the Office of the Paying Agent, or such other location as the Paying  
25 Agent shall designate to the County and the District in writing. In the event the Paying Agent shall  
26 provide written notice of a change in the location for payment of Principal and redemption  
27 premium(s) on the Bonds, as applicable, the Paying Agent shall thereafter provide notice of such

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

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

8  
9 The Series A Bonds are the general obligations of the District secured by *ad valorem* taxes  
10 levied and collected pursuant to the Authorization, the California Constitution and State law and  
11 do not constitute an obligation of the County except to provide for the levy and collection of the  
12 *ad valorem* taxes and payment of funds to the Paying Agent as set forth in Section 17 hereof. No  
13 part of any fund of the County is pledged or obligated to the payment of the Series A Bonds.

14  
15 **Section 17. Source of Payment; Security for the Series A Bonds.** Pursuant to the  
16 California Constitution, the Authorization and California law, there shall be levied by the County,  
17 pursuant to Education Code Sections 15250 *et seq.*, on all the taxable property in the District  
18 located within the County, in addition to all other taxes, a continuing direct *ad valorem* tax annually  
19 during the period the Series A Bonds are Outstanding, commencing in Fiscal Year 2017/2018, or  
20 as shall be applicable given the debt service requirements of the Series A Bonds as issued and  
21 delivered, in an amount sufficient to pay the Principal of, and interest on, the Series A Bonds when  
22 due, which monies when collected will be placed in the Debt Service Fund.

23  
24 The funds held in the Debt Service Fund are irrevocably pledged for the payment of the  
25 Principal of, interest on and redemption premium(s), if any, on, the Series A Bonds when and as  
26 the same fall due along with administrative costs and expenses for the Series A Bonds including  
27 fees and expenses of the Paying Agent.

1  
2 The funds held in the Debt Service Fund, to the extent necessary to pay the Principal,  
3 premium(s), if any, and interest on the Series A Bonds as the same become due and payable, shall  
4 be transferred by the County to the Paying Agent as necessary to pay the Principal, premium(s), if  
5 any and interest on the Series A Bonds, as applicable, as set out in California law, and in the  
6 District Resolution and herein.  
7

8 Funds held in the Debt Service Fund, to the extent necessary to pay the Principal of, interest  
9 on, and redemption premium(s), if any, on the Series A Bonds as the same become due and  
10 payable, shall be transferred by the Treasurer, or the Treasurer's designee or deputy, to the Paying  
11 Agent (sufficiently in advance of each Interest Payment Date to allow for timely payment by the  
12 Paying Agent of Principal of, interest on, and redemption premium(s), if any, on the Series A  
13 Bonds, as applicable) who in turn, shall pay such monies to the Depository to pay the Principal of,  
14 interest on, and redemption premium(s), if any, on the Series A Bonds, as applicable, when due.  
15 The Depository will thereupon make payments of Principal of, interest on, and redemption  
16 premium(s), if any, on the Series A Bonds, as applicable, to the Depository Participants who will  
17 thereupon make payments of Principal, interest and redemption premium(s), if any, to the  
18 beneficial owners of the Series A Bonds. The County, the District and the Paying Agent shall have  
19 no responsibility for transmitting payments to, communicating with, notifying, or otherwise  
20 dealing with any beneficial owners of the Series A Bonds, except as expressly provided for herein,  
21 and neither the County, the District nor the Paying Agent shall have any responsibility or  
22 obligation, legal or otherwise, to the beneficial owners of the Series A Bonds or to any other party,  
23 including the Depository or its successor, beyond those responsibilities expressly set forth herein.  
24 Any monies remaining in the Debt Service Fund after all of the Series A Bonds, the interest  
25 thereon, and redemption premium(s), if any, as applicable, have been paid, or provision for such  
26 payment has been made, shall be transferred to the General Fund of the District pursuant to the  
27 Education Code Section 15235, or any successor section thereto.  
28

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

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

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

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

24  
25       For purposes of this Section and Section 19, “Defeasance Securities” shall mean:  
26  
27  
28

1 Direct and general obligations of the United States of America (including State and Local  
2 Government Series), or obligations that are unconditionally guaranteed as to principal and interest  
3 by the United States of America, including (in the case of direct and general obligations of the  
4 United States of America) evidence of direct ownership or proportionate interests in future interest  
5 or principal payments of such obligations. In the case of investments in such proportionate  
6 interests, such proportionate interests shall be limited to circumstances wherein (a) a bank or trust  
7 company acts as custodian and holds the underlying Defeasance Obligations; (b) the owner of the  
8 investment is the real party in interest and has the right to proceed directly and individually against  
9 the obligor of the underlying Defeasance Obligations; and (c) the underlying Defeasance  
10 Obligations are held in a special account, segregated from the custodian's general assets, and are  
11 not available to satisfy any claim of the custodian, any person claiming through the custodian, or  
12 any person to whom the custodian may be obligated; provided that such obligations are rated or  
13 assessed at the highest then-prevailing United States Treasury securities credit rating at the time  
14 of purchase.

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

20  
21 **Section 19. Partial Defeasance.** A portion of the then-Outstanding maturities of the  
22 Series A Bonds may be defeased prior to maturity in the following ways:

23  
24 (a) Cash: by irrevocably depositing with a bank or trust company, in escrow, an  
25 amount of cash which, together with amounts then on deposit in the Debt Service Fund, is  
26 sufficient to pay the designated Outstanding maturities of Series A Bonds, including all  
27 Principal and interest and premium(s), if any; or



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

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

16  
17 **Section 20. Establishment of Funds; Disposition of Proceeds of the Bonds;**  
18 **Investment.**

19  
20 (a) The net proceeds from the sale of the Series A Bonds, to the extent of the net  
21 allocated Principal Amount thereof, shall be paid to the County to the credit of the fund hereby  
22 created and established by the County and to be designated as the "Lake Elsinore Unified School  
23 District General Obligation Bonds, 2016 Election, Series A Bonds Building Fund" ("Building  
24 Fund") of the District, and shall be kept separate and distinct from all other District and County  
25 funds, and those proceeds shall be used solely for the purpose for which the Series A Bonds are  
26 being issued and for payment of permissible costs of issuance of the Series A Bonds and provided  
27 further that such proceeds shall be applied solely to authorized purposes for which the Series A  
28

1 Bonds were authorized as directed in writing by the District. Such purposes include payment for  
2 any costs of issuance of the Series A Bonds. The County shall have no obligation to ensure that  
3 the proceeds are applied in accordance with the preceding sentence. The interest earned on the  
4 monies deposited to the Building Fund, or any account(s) thereof, shall be deposited to such Fund,  
5 and corresponding account(s), and such monies shall be used for the purposes for which the Series  
6 A Bonds were authorized at the direction of the District.

7  
8 (b) The accrued interest, if any, and any premium(s) received by the County or the  
9 District from the sale of the Series A Bonds (if any, after all or a portion of any bond insurance  
10 premium(s) and any other allowable costs of issuance are paid by the Underwriter therefrom  
11 pursuant to the provisions of the Purchase Agreement), as well as tax revenues collected by the  
12 County pursuant to Section 17 hereof and Sections 15250 *et seq.* of the Education Code, shall be  
13 deposited and kept separate and apart in the fund established and held by the Treasurer and  
14 designated as the "Lake Elsinore Unified School District General Obligation Bonds, 2016  
15 Election, Series A Bonds Debt Service Fund" ("Debt Service Fund") for the Series A Bonds and  
16 used for payments of Principal of, interest on, and redemption premium(s), if any, as applicable,  
17 on the Series A Bonds when and as such become due. *Ad valorem* taxes collected by the County,  
18 pursuant to State law and Section 17 hereof shall be deposited by the County into the Debt Service  
19 Fund and applied, pursuant to the provisions of State law and this Resolution, only for payments  
20 of Principal of, interest on and redemption premium(s), if any, on the Series A Bonds as and when  
21 due. Funds held in the Debt Service Fund are irrevocably pledged to the payment of Principal of,  
22 interest on and redemption premium(s), if any, on the Series A Bonds when due. Except as  
23 required below to satisfy the requirements of Section 148(f) of the Code, as may be applicable,  
24 interest earned on investments of monies held in the Debt Service Fund shall be retained in the  
25 Debt Service Fund and used to pay Principal of, interest on, and redemption premium(s), if any,  
26 on the Series A Bonds when and as such become due. Prior to each such Bond Payment Date (and  
27 subject to the applicable provisions of Section 17 hereof), the Treasurer shall transfer to the Paying  
28

1 Agent, for subsequent disbursement to the beneficial Owners of the Series A Bonds, pursuant to  
2 the provisions hereof, monies from the Debt Service Fund sufficient to pay Principal of, interest  
3 on and premium(s) (if any) on the Series A Bonds due on such Bond Payment Date. The Paying  
4 Agent shall hold all such monies transferred to it, pursuant to the foregoing sentence, uninvested.  
5 If, after payment in full of all Principal, redemption premium(s), if any, and interest on the Series  
6 A Bonds, as applicable, there remain funds in the Debt Service Fund, any such excess amounts  
7 shall be transferred to the General Fund of the District.  
8

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

22 (d) Any excess proceeds of the Series A Bonds in the Building Fund, inclusive of  
23 interest earnings, not needed for the authorized purposes set forth herein shall be transferred to the  
24 Debt Service Fund and applied to the payment of Principal of, interest on, and redemption  
25 premium(s), if any, on the Series A Bonds at the written direction of the District. If, after payment  
26 in full of the Series A Bonds, there remain excess proceeds and/or interest earnings, any such  
27  
28

1 excess amounts shall be transferred to the General Fund of the District to be applied in accordance  
2 with law.

3  
4 (e) All proceeds of the Series A Bonds and interest earning thereon shall be invested  
5 by the County, on behalf of, and pursuant to the written direction(s) of, the District, in Authorized  
6 Investments. Absent other written investment directions provided to the County from the District,  
7 the Treasurer shall invest monies in the Building Fund and the Debt Service Fund pursuant to State  
8 law and the then-current investment policy of the County. All investments of proceeds of the  
9 Series A Bonds and monies held in the Debt Reserve Fund shall comply with the limitations of  
10 Education Code Section 15146(g). The Treasurer assumes no responsibility for the reporting,  
11 reconciling and monitoring in or for the investment of proceeds of the Series A Bonds where such  
12 investment is in an investment not under the control or management of the Treasurer or Treasurer's  
13 office.

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

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

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

24  
25 **Section 23. Continuing Disclosure.** “Continuing Disclosure Certificate” shall mean that  
26 certain Continuing Disclosure Certificate to be delivered by the District, as originally executed  
27 and as it may be amended from time to time in accordance with the terms thereof.

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

10  
11 **Section 24. Tax and Arbitrage Matters.**

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

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

22  
23 (c) The District, in order to maintain the exclusion from gross income for federal  
24 income tax purposes of the interest on the Series A Bonds, has covenanted to comply with each  
25 applicable requirement of Section 103 and Sections 141 through 150 of the Code, as set forth in  
26 the Tax Certificate to be delivered by the District on the Closing Date and executed by the District,

1 and which shall be, upon its execution and delivery, incorporated herein by this reference as a  
2 source of guidance for compliance with such provisions.

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

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

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

25  
26 **Section 26. Execution of Documents by Bond Owners.** Any request, consent or other  
27 instrument required by this Resolution to be signed and executed by Bond Owners may be in any  
28

1 number of concurrent writings of substantially similar tenor and may be signed or executed by  
2 such Bond Owners in person or by their agent or agents duly appointed in writing. Proof of the  
3 execution of any such request, consent or other instrument or of a writing appointing any such  
4 agent shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the  
5 County, and the District, if made in the manner provided in this Section 26.

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

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

18  
19 **Section 27. Unclaimed Monies.** Notwithstanding any of the foregoing provisions of this  
20 Resolution, and subject to the escheat laws of the State, any monies held by the Paying Agent for  
21 the payment of the Principal of, redemption premium(s), if any, or interest on Series A Bonds, as  
22 applicable, remaining unclaimed for one year after the corresponding maturity or redemption date  
23 for such Series A Bonds shall be returned by the Paying Agent to the Treasurer, with any and all  
24 interest accrued thereon, for deposit into the Debt Service Fund. Notwithstanding any other  
25 provisions of this Resolution, and subject to the escheat laws of the State, any monies held in any  
26 fund created pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the  
27 Principal of, redemption premium(s), if any, or interest on Series A Bonds and remaining



1 unclaimed for one year after the Principal of all of the Series A Bonds have become due and  
2 payable (whether by maturity or upon prior redemption) shall be, after payment in full of the Series  
3 A Bonds, transferred to the General Fund of the District to be applied in accordance with law;  
4 provided, however, that the Paying Agent, or the District, before making such payment, shall cause  
5 notice to be mailed to the Owners of all Bonds that have not been paid, by first-class mail at the  
6 addresses on the Bond Register, postage prepaid, not less than 90 days prior to the date of such  
7 payment.

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

19  
20 **Section 29. Amendments.** The County may from time to time (which may be at the  
21 request of the District, made in writing), and at any time, without notice to or consent of any of the  
22 Owners, by action of the County Board, amend the provisions of this Resolution for any of the  
23 following reasons:

24  
25 (a) to cure any ambiguity, to correct or supplement any provision herein which may be  
26 inconsistent with any other provision herein or therein, or to make any other provision with respect  
27

1 to matters or questions arising under this Resolution, provided that such action shall not adversely  
2 affect the interests of the Bond Owners;

3  
4 (b) to add to the covenants and agreements of and the limitations and the restrictions  
5 upon the District contained in this Resolution which are not contrary to or inconsistent with this  
6 Resolution as theretofore in effect; and/or

7  
8 (c) to modify, alter, amend or supplement this Resolution in any other respect which is  
9 not materially adverse to the Bond Owners.

10 In the event of any such amendment, the County shall promptly provide the District and  
11 the Paying Agent with copies of such amendment and the action of the County Board approving  
12 such amendment. Notice of any such amendment shall also be provided to the Owners by the  
13 District in the next occurring Annual Report provided by the District under the terms of the  
14 Continuing Disclosure Agreement.

15  
16 No such amendment shall: (i) extend the fixed maturity of any Series A Bond, reduce the  
17 amount of Principal, or premium(s), if any, thereof or the rate of interest thereon or extend the time  
18 of payment thereof, without the consent of the Owner of each Series A Bond so affected, or (ii)  
19 modify or amend this Section without the consent of the Owners of all the Series A Bonds then  
20 outstanding.

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

1  
2 The provisions of this Section shall not prevent any Owner from accepting any  
3 modification or amendment as to the particular Series A Bonds held by such Owner.  
4

5 **Section 30. Benefits Limited to Parties.** Nothing in this Resolution, express or implied,  
6 is intended to give to any person other than the County, the District, the Paying Agent and the  
7 Owners of the Series A Bonds, any right, remedy or claim under or by reason of this Resolution.  
8 Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf  
9 of the District or the County, are for the sole and exclusive benefit of the County, the District, the  
10 Paying Agent and the Owners.  
11

12 **Section 31. Acceptance of Payment of County Costs.** This County Board hereby accepts  
13 the District's offer of payment of the County's costs for the authorization, issuance and sale of the  
14 Series A Bonds and authorizes County officers to provide an invoice to the District for all such  
15 costs incurred.  
16

17 **Section 32. Approval of Actions.** Officers of the County Board and County officials and  
18 staff, including the Treasurer and the County Auditor and Controller, or their designee(s), are  
19 hereby authorized and directed, jointly and severally, to do any and all things and to execute and  
20 deliver any and all documents which they may deem necessary or advisable in order to proceed  
21 with the issuance, sale and delivery of the Series A Bonds and otherwise carry out, give effect to  
22 and comply with the terms and intent of this Resolution. Such actions heretofore taken by such  
23 officers, officials and staff are hereby ratified, confirmed and approved.  
24

25 **Section 33. Partial Invalidity; Severability.** If any one or more of the covenants or  
26 agreements, or portions thereof, provided in this Resolution to be performed should be contrary to  
27 law, then such covenant or covenants, such agreement or agreements, or such portions thereof,  
28

1 shall be null and void and shall in no way affect the validity of this Resolution or of the Series A  
2 Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under any  
3 applicable provisions of law. The County Board hereby declares that it would have adopted this  
4 Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase  
5 hereof and would have authorized the issuance of the Series A Bonds pursuant hereto irrespective  
6 of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases  
7 of this Resolution or the application thereof to any person or circumstance may be held to be  
8 unconstitutional, unenforceable or invalid.

9  
10 **Section 34. Compliance With Law.** All acts, conditions and things required by law to be  
11 done and performed in strict conformity with the laws authorizing the issuance of general  
12 obligation bonds of the District, and the indebtedness of the District, including this proposed issue  
13 of the Series A Bonds, is within all limits prescribed by law.

14  
15 **Section 35. Effective Date.** This Resolution shall take effect immediately upon adoption.

16  
17 **Section 36. Clerk's Certificate.** The Clerk of the County Board is hereby directed to  
18 provide certified copies of this Resolution to the Treasurer and the County Auditor and Controller  
19 and to Bond Counsel immediately following its adoption at the following address:

20  
21 Bowie, Arneson, Wiles & Giannone  
22 4920 Campus Drive  
23 Newport Beach, CA 92660  
24 Attn: Robert E. Anslow  
25

26 [Remainder of this page intentionally left blank]

1 The foregoing Resolution was on the 11<sup>th</sup> day of April, 2017, adopted by the Board of  
2 Supervisors of the County of Riverside.

3  
4  
5 COUNTY OF RIVERSIDE:

6  
7  
8 By: 

Chairman

JOHN TAVAGLIONE

9  
10  
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: 

Deputy

22  
23 ROLL CALL:

24 Ayes: Jeffries, Tavaglione, Washington and Ashley  
25 Nays: None  
Absent: None

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

28 KECIA HARPER-IHEM, Clerk of said Board

By: 

Deputy

04.11.17 3.59

**EXHIBIT "A"**

**FORM OF BOND PURCHASE AGREEMENT**

**EXHIBIT "B"**

**FORM OF SERIES A BOND**

**STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

**REGISTERED**

**REGISTERED**

**NO. R-000**

**\$0,000,000.00**

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS, 2016 ELECTION, SERIES A  
(Riverside County, California)**

<b>INTEREST RATE:</b>	<b>MATURITY DATE:</b>	<b>DATED AS OF:</b>	<b>CUSIP®:</b>
X.XXX%	August 1, 20__	_____, 2017	000000 XX0

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:** DOLLARS

The LAKE ELSINORE UNIFIED SCHOOL DISTRICT ("District") in Riverside County ("County"), California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 ("Bond Payment Dates"), commencing \_\_\_\_\_, 20\_\_.

This Bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before \_\_\_\_\_ 15, 20 \_\_, in which event it shall bear interest from \_\_\_\_\_, 20 \_\_.

Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, on one or more predecessor Bonds) is registered (“Registered Owner”) on the Bond Register maintained by the Paying Agent, initially U.S. Bank National Association (“Paying Agent”). Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal is payable upon presentation and surrender of this Bond at the principal office of the Paying Agent in Riverside, California. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this Bond (or one or more predecessor bonds) as shown and at the address appearing on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date, whether or not such day is a business day (“Record Date”). The Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Registered Owner be paid interest by wire transfer to the bank within the continental United States and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an aggregate amount of \$ \_\_\_\_\_ of Bonds issued to be used for the acquisition and construction of school facilities to serve the District under authority of and pursuant to the laws of the State of California, and more than the requisite 55% favorable vote of the electors of the District obtained at an election held on November 8, 2016, upon the question of issuing Bonds in the amount of \$105,000,000, the resolution of the Governing Board of the District, adopted on March 9, 2017 (“District Resolution”), and the resolution of the Riverside County Board of Supervisors, adopted on \_\_\_\_\_, 2017 (“County Resolution”). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the



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

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

The Bonds maturing on or before August 1, 20\_\_\_, are not subject to optional redemption prior to maturity. The Bonds maturing on or after August 1, 20\_\_\_, are subject to optional redemption prior to maturity from any funds legally available therefor, in whole or in part on any date, on or after August 1, 20\_\_\_, at the principal amount of the Current Interest Bonds to be redeemed, plus accrued but unpaid interest to the redemption date, without premium.

The Bonds maturing on August 1, 20\_\_\_, are subject to sinking fund redemption, in part, by lot, on August 1, 20\_\_\_, and on each August 1 thereafter in accordance with the schedule set forth below. The Bonds so called for mandatory sinking fund redemption shall be redeemed at the

principal amount of such Bonds to be redeemed, plus accrued but unpaid interest, without premium.

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

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

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

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered Owner of the Bonds, or if the original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first-class mail, postage prepaid, to the District, the County and the respective Owners of any registered Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least twenty (20) days, but not more than forty-five (45) days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds, nor entitle the Owner thereof to interest beyond the date given for redemption.

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

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

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

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

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

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

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

[SEAL]

RIVERSIDE COUNTY, CALIFORNIA

***-EXHIBIT-***

By: \_\_\_\_\_

Chairperson, Board of Supervisors

***-EXHIBIT-***

By: \_\_\_\_\_

Treasurer and Tax Collector

COUNTERSIGNED:

***-EXHIBIT-***

By: \_\_\_\_\_

Clerk to the Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

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

Date of Registration and Authentication: \_\_\_\_\_

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

***-EXHIBIT-***

By: \_\_\_\_\_

Authorized Signatory

**FORM OF ASSIGNMENT**

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

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

Date: \_\_\_\_\_

***-EXHIBIT-***

---

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

Signature Guaranteed:

***-EXHIBIT-***

---

Signature must be guaranteed by an eligible guarantor institution.

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



**[FORM OF BOND COUNSEL OPINION]**

[Text of Opinion]