

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



**ITEM
3.75
(ID # 7764)**

MEETING DATE:

Tuesday, August 28, 2018

FROM : TREASURER-TAX COLLECTOR:

SUBJECT: TREASURER-TAX COLLECTOR: Adopt Resolution No. 2018-168 – Authorizing the Issuance and Negotiated Sale of Moreno Valley Unified School District, Election of 2014 General Obligation Bonds, Series B in the Maximum Principal Amount of \$56,000,000, 5th District. [\$0] (VOTE ON SEPARATELY)

RECOMMENDED MOTION: That the Board of Supervisors:

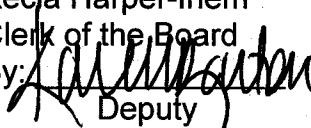
1. Adopt Resolution No. 2018-168 Authorizing the Issuance and Negotiated Sale of Moreno Valley Unified School District, Election of 2014 General Obligation Bonds, Series B in the Maximum Principal Amount of \$56,000,000.

ACTION: Policy, Separate Vote Required

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: August 28, 2018
xc: Treasurer

Kecja Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: n/a			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pursuant to California Education Code Section 15140(a), general obligation bonds of a school district shall be offered for sale by the board of supervisors of the county as soon as possible following receipt of a resolution duly adopted by the governing board of the school district.

An election was duly and regularly held in the Moreno Valley Unified School District (the "District") on November 4, 2014, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution. At the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$398,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization").

On April 29, 2015 the District previously issued an initial series of the Bonds, designated the Moreno Valley Unified School District (Riverside County, California), Election of 2014 General Obligation Bonds, Series A in the aggregate principal amount of \$103,000,000.

On August 7, 2018 the Board of Education adopted Resolution No. 2018-19-06 (the "District Resolution") authorizing the issuance of an additional series of the Bonds (the "Series B Bonds") in the aggregate principal amount of not to exceed \$56,000,000 and requesting the Board of Supervisors of Riverside County to sell said Bonds on behalf of the District. The Series B Bond proceeds will be used to finance the repair, upgrading, acquisition, construction and equipping of certain District property and facilities and to pay the costs of issuing the Series B Bonds. The District Resolution is attached hereto as Exhibit A.

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

County Counsel has reviewed Resolution No. 2018-168 and has approved it as to form.

Impact on Residents and Businesses

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

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:

District Map

Resolution No. 2018-168

District Resolution

Bond Purchase Contract

Preliminary Official Statement

Stephanie P. ...
Stephanie P. ... Principal Management Analyst 8/20/2018

Gregory L. Priamos, Director County Counsel 8/20/2018

2
3 RESOLUTION NO. 2018-168

4
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
6 RIVERSIDE, CALIFORNIA, AUTHORIZING THE SALE AND ISSUANCE OF MORENO
7 VALLEY UNIFIED SCHOOL DISTRICT, RIVERSIDE COUNTY, CALIFORNIA,
8 ELECTION OF 2014 GENERAL OBLIGATION BONDS, SERIES B IN THE PRINCIPAL
9 AMOUNT NOT TO EXCEED \$56,000,000

10
11 **WHEREAS**, a duly called election was held in the Moreno Valley Unified School
12 District (the "District"), Riverside County (the "County"), State of California, on November 4,
13 2014 (the "Election"), and thereafter canvassed pursuant to law; and

14 **WHEREAS**, at the Election there was submitted to and approved by the requisite fifty-
15 five percent or more vote of the qualified electors of the District a question as to the issuance
16 and sale of general obligation bonds of the District for various purposes set forth in the ballot
17 submitted to the voters, in the maximum amount of \$398,000,000 payable from the levy of an
18 *ad valorem* tax against the taxable property in the District (the "Authorization"); and

19 **WHEREAS**, at this time this Board has received a signed and certified original copy of
20 the resolution of the Board of Education of the District (the "District Board"), approved
21 thereby and adopted on August 7, 2018, requesting the issuance of a series of bonds under the
22 Authorization in an aggregate principal amount not-to-exceed \$56,000,000 and styled as
23 "Moreno Valley Unified School District, Riverside County, California, Election of 2014
24 General Obligation Bonds, Series B" (the "Bonds"), which resolution is attached hereto as
25 Exhibit A; and

26 **WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of
27 the California Government Code (commencing with Section 53506 et seq.) (the "Act"), the
28 Bonds are authorized to be issued by the District for the purposes set forth in the ballot

FORM APPROVED COUNTY COUNSEL
BY DAVID M. MCCARTHY DATE

1 submitted to voters at the Election; and

2 **WHEREAS**, the District Board has authorized the issuance of the Bonds in one or more
3 Series of Tax-Exempt Bonds or Taxable Bonds, and further as Current Interest Bonds (as such
4 terms are defined herein); and

5 **WHEREAS**, the District Board has authorized the sale of the Bonds at a negotiated sale,
6 which the District Board has determined will provide more flexibility in the timing of the sale,
7 an ability to implement the sale in a shorter time period, an increased ability to structure the
8 Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter
9 (defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which
10 will contribute to the District's goal of achieving the lowest overall cost of funds; and

11 **WHEREAS**, the District Board has estimated that the costs associated with the delivery
12 of the Bonds, including any such costs which the Underwriter agrees to pay pursuant to the
13 Purchase Contract (defined herein), will equal approximately 0.8% of the aggregate principal
14 amount of the Bonds; and

15 **WHEREAS**, the District Board has appointed Stradling Yocca Carlson & Rauth, a
16 Professional Corporation, San Francisco, California as Bond Counsel and Disclosure Counsel
17 in connection with the issuance of the Bonds; and

18 **WHEREAS**, the District Board has appointed Fieldman, Rolapp & Associates, Inc.,
19 Irvine, California as Municipal Advisor in connection with the issuance of the Bonds; and

20 **WHEREAS**, the District Board has appointed Piper Jaffray & Co., El Segundo,
21 California, as Underwriter in connection with the issuance of the Bonds; and

22 **WHEREAS**, in its resolution, the District found and informed this Board that all acts,
23 conditions and things required by law to be done or performed have been done and performed
24 in strict conformity with the laws authorizing the issuance of general obligation bonds of the
25 District, and the indebtedness of the District, including this proposed issue of Bonds, is within
26 all limits prescribed by law;

27 **NOW, THEREFORE, IT IS FOUND, DETERMINED, ORDERED AND**
28 **RESOLVED** by the Board of Supervisors of the County of Riverside, AS FOLLOWS:

1 **Section 1. Purpose of the Bonds.** The Bonds of the District shall be issued in the name
2 and on behalf of the District in an aggregate Principal Amount not to exceed \$56,000,000 to
3 raise money for the purposes authorized by voters of the District at the Election, and to pay all
4 necessary legal, financial, engineering and contingent costs in connection therewith.

5 **Section 2. Terms and Conditions of Sale.** The Bonds shall be sold at a negotiated sale
6 pursuant to the Authorizing Law in accordance with the terms of this Resolution. The Bonds
7 shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as
8 described in Section 3 below.

9 **Section 3. Approval of Purchase Contract.** The form of Purchase Contract, by and
10 among the County, the District and Piper Jaffray & Co. (the "Underwriter"), for the purchase
11 and sale of the Bonds, is hereby approved substantially in the form attached hereto as
12 Exhibit B. The Treasurer-Tax Collector of the County (the "Treasurer"), or designated deputy
13 thereof, is hereby authorized to execute and deliver the Purchase Contract, and the Authorized
14 Representatives of the District, each alone, are hereby authorized and requested to
15 acknowledge the execution of such Purchase Contract, if necessary, but with such changes
16 therein, deletions therefrom and modifications thereto as the Treasurer, or a designated deputy
17 thereof, may approve, such approval to be conclusively evidenced by his or her execution and
18 delivery thereof; provided, however, that the Bonds shall mature no later than forty (40) years
19 from the date of issue and the Underwriter's discount, excluding original issue discount, shall
20 not exceed 0.8% of the aggregate principal amount of Bonds issued. The Treasurer, in
21 conjunction with an Authorized Representative of the District, shall be authorized to determine
22 the final principal amount of the Bonds, not-to-exceed \$56,000,000, and enter into and execute
23 the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are
24 satisfied.

25 **Section 4. Certain Definitions.** As used in this Resolution, the terms set forth below shall
26 have the meanings ascribed to them:

27 "Authorizing Law" means, collectively, (i) the Act, and (ii) Article XIII A of the
28 California Constitution.

1 **“Authorized Representative of the District”** means each of the Superintendent of the
2 District, the Chief Business Official of the District, and such other officers or employees of the
3 District as may be designated for such purpose and their designees.

4 **“Beneficial Owner”** means, when used with reference to book-entry Bonds registered
5 pursuant to Section 12 hereof, the person who is considered the beneficial owner of such
6 Bonds pursuant to the arrangements for book entry determination of ownership applicable to
7 the Depository.

8 **“Board”** means the Board of Supervisors of the County.

9 **“Bond Insurer”** means any insurance company and any successor thereto, which issues
10 a municipal bond insurance policy insuring the payment of the Principal Amount of and
11 interest on the Bonds.

12 **“Bond Payment Date”** means (unless otherwise provided by the Purchase Contract or
13 the Official Statement) February 1 and August 1 of each year, commencing February 1, 2019,
14 with respect to the interest on the Bonds, and the stated maturity dates thereof, with respect to
15 the Principal payments on the Bonds.

16 **“Bond Register”** means the listing of names and addresses of the current registered
17 owners of the debt, as maintained by the Paying Agent in accordance with Section 10 hereof.

18 **“Bonds”** means the Moreno Valley Unified School District, Riverside County, Election
19 of 2014 General Obligation Bonds, Series B, issued and delivered pursuant to this Resolution.

20 **“Building Fund”** means the Moreno Valley Unified School District, Election of 2014
21 General Obligation Bonds, Series B Building Fund established pursuant to Section 14 of this
22 Resolution.

23 **“Business Day”** means a day which is not a Saturday, Sunday or a day on which
24 banking institutions in the State or the State of New York and the New York Stock Exchange
25 are authorized or required to be closed.

26 **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from
27 time to time. Reference to a particular section of the Code shall be deemed to be a reference to
28 any successor to any such section.

1 **“Continuing Disclosure Certificate”** means that certain contractual undertaking of the
2 District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange
3 Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of
4 the date of issuance thereof, as amended from time to time in accordance with the provisions
5 thereof.

6 **“County”** means Riverside County, California.

7 **“Current Interest Bonds”** means bonds, the interest on which is payable semiannually
8 on each Bond Payment Date specified for each such Bond as designated and maturing in the
9 years and in the amounts set forth in the Purchase Contract.

10 **“Dated Date”** means the date of initial issuance and delivery of the Bonds, or such other
11 date as shall appear in the Purchase Contract or Official Statement.

12 **“Debt Service Fund”** means the Moreno Valley Unified School District, Election of
13 2014 General Obligation Bonds, Series B Debt Service Fund established pursuant to
14 Section 14 of this Resolution.

15 **“Depository”** means The Depository Trust Company, 55 Water Street, New York, New
16 York 10041, a limited purpose trust company organized under the laws of the State of New
17 York, in its capacity as the initial Depository for the Bonds.

18 **“District”** means the Moreno Valley Unified School District.

19 **“DTC”** means The Depository Trust Company, 55 Water Street, New York, New York
20 10041, a limited purpose trust company organized under the laws of the State of New York, in
21 its capacity as the initial Depository for the Bonds.

22 **“Fair Market Value”** means the price at which a willing buyer would purchase the
23 investment from a willing seller in a bona fide, arm's length transaction (determined as of the
24 date the contract to purchase or sell the investment becomes binding) if the investment is
25 traded on an established securities market (within the meaning of section 1273 of the Code)
26 and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's
27 length transaction (as referenced above) if (i) the investment is a certificate of deposit that is
28 acquired in accordance with applicable regulations under the Code, (ii) the investment is an

1 agreement with specifically negotiated withdrawal or reinvestment provisions and a
2 specifically negotiated interest rate (for example, a guaranteed investment contract, a forward
3 supply contract or other investment agreement) that is acquired in accordance with applicable
4 regulations under the Code, (iii) the investment is a United States Treasury Security—State and
5 Local Government Series that is acquired in accordance with applicable regulations of the
6 United States Bureau of Public Debt, or (iv) any commingled investment fund in which the
7 District and related parties do not own more than a ten percent (10%) beneficial interest therein
8 if the return paid by the fund is without regard to the source of the investment.

9 **“Information Services”** means the Municipal Securities Rulemaking Board’s
10 Electronic Municipal Market Access System; or, such other services providing information
11 with respect to called municipal obligations as the District may specify in writing to the Paying
12 Agent or as the Paying Agent may select.

13 **“Long Current Interest Bonds”** means Current Interest Bonds that mature more than
14 30 years from the date of issuance thereof.

15 **“Moody’s”** means Moody’s Investors Service, a corporation organized and existing
16 under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall
17 be dissolved or liquidated or shall no longer perform the functions of a securities rating agency,
18 such other nationally recognized securities rating agency designated by the District.

19 **“Nominee”** means the nominee of the Depository, which may be the Depository, as
20 determined from time to time pursuant to Section 12 hereof.

21 **“Non-AMT Bonds”** means obligations the interest on which is excludable from gross
22 income for federal income tax purposes under Section 103(a) of the Code and not treated as an
23 item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments
24 pursuant to Section 53601 of the Government Code.

25 **“Official Statement”** means the document by that name prepared by the District
26 pursuant to which the Bonds are offered by the Underwriter to investors as described in
27 Section 22 herein.

28 **“Outstanding,”** when used with reference to any Bond (or a portion thereof), means, as

1 of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

2 (a) Bonds canceled at or prior to such date;

3 (b) Bonds in lieu of or in substitution for which other Bonds shall have been
4 delivered pursuant to Section 10 hereof; or

5 (c) Bonds for the payment or redemption of which funds or Government Obligations
6 in the necessary amount shall have been set aside (whether on or prior to the maturity or
7 redemption date of such Bonds), in accordance with Section 16 or 17 of this Resolution.

8 **“Owner”** means the registered owner of a Bond as set forth on the registration books
9 maintained by the Paying Agent pursuant to Section 10 hereof.

10 **“Participants”** means those broker-dealers, banks and other financial institutions from
11 time to time for which the Depository holds book-entry certificates as securities depository.

12 **“Paying Agent”** means U.S. Bank National Association or any successor thereto
13 designated in accordance with Section 8 hereof to act as the authenticating agent, bond
14 registrar, transfer agent and paying agent for the Bonds.

15 **“Permitted Investments”** means (i) any lawful investments permitted by Section
16 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and
17 Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established
18 pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in
19 investments permitted by Section 53635 of the Government Code, but without regard to any
20 limitations in such Section concerning the percentage of moneys available for investment being
21 invested in a particular type of security, (iii) a guaranteed investment contract with a provider
22 having a rating meeting the minimum rating requirements of the County investment pool
23 maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State
24 Treasurer, (v) the County investment pool described above, and (vi) State and Local
25 Government Series Securities.

26 **“Principal”** or **“Principal Amount”** means, with respect to any Bond, the initial
27 principal amount thereof.

28 **“Purchase Contract”** means the contract or contracts for purchase and sale of the

1 Bonds, by and among the County, the District and the Underwriter. To the extent the Bonds are
2 sold pursuant to more than one Purchase Contract, each shall be substantially in the form
3 presented to the Board, with such changes therein, deletions therefrom and modifications
4 thereto as the Treasurer shall approve.

5 **“Qualified Non-AMT Mutual Fund”** means stock in a regulated investment company
6 to the extent that at least 95% of the income of such regulated investment company is interest
7 that is excludable from gross income under Section 103 of the Code and not an item of tax
8 preference under Section 57(a)(5)(C) of the Code.

9 **“Qualified Permitted Investments”** means (i) Non-AMT Bonds, (ii) Qualified Non-
10 AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond
11 Counsel to the effect that such investment would not adversely affect the tax-exempt status of
12 the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on
13 such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A
14 guaranteed investment contract or similar investment agreement (e.g. a forward supply
15 contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

16 **“Rebate Fund”** means the Moreno Valley Unified School District, Election of 2014
17 General Obligation Bonds, Series B Rebate Fund established pursuant to Section 14 of this
18 Resolution.

19 **“Record Date”** means, the close of business on the fifteenth day of the month preceding
20 each Bond Payment Date.

21 **“Redemption Date”** means any date on which any Bond is subject to optional
22 redemption or mandatory sinking fund redemption in accordance with Section 11 hereof.

23 **“Resolution”** means this Resolution adopted by the Board of Supervisors of the County
24 on August 28, 2018.

25 **“Series”** means any Bonds executed, authenticated and delivered pursuant to the
26 provisions hereof identified as a separate series of Bonds.

27 **“S&P”** means S&P Global Ratings, a business unit of Standard & Poor’s Financial
28 Services LLC, its successors and assigns, or, if such corporation shall be dissolved or

1 liquidated or shall no longer perform the functions of a securities rating agency, such other
2 nationally recognized securities rating agency designated by the District.

3 **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New
4 York, New York 10041, Attn: Redemption Area, or such other securities depositories as are
5 designated by the District or the Paying Agent and whose business is to perform the functions
6 of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the
7 Securities Exchange Act of 1934, and who is registered as a clearing agency under
8 Section 17A of the Act.

9 **“Supplemental Resolution”** means any resolution supplemental to or amendatory of
10 this Resolution, adopted by the County in accordance with Section 24 hereof.

11 **“Tax Certificate”** means the certificate by that name executed by the District on the
12 Dated Date of the Bonds.

13 **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

14 **“Tax-Exempt Bonds”** means any Bonds the interest on which is excludable from gross
15 income for federal income tax purposes and is not treated as an item of tax preference for
16 purposes of calculating the federal alternative minimum tax, as further described in an opinion
17 of Bond Counsel supplied to the original purchasers of such Bonds.

18 **“Term Bonds”** means those Bonds for which mandatory redemption dates have been
19 established in the Purchase Contract.

20 **“Transfer Amount”** means, with respect to any Outstanding Bond, the Principal
21 Amount thereof.

22 **“Treasurer”** means the Treasurer-Tax Collector of the County and such other persons
23 as may be designated by the Treasurer to act on his or her behalf.

24 **“Underwriter”** means Piper Jaffray & Co., as underwriter of the Bonds.

25 **Section 5. Terms of the Bonds.**

26 (a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as
27 fully registered Current Interest Bonds registered as to both Principal and interest, in
28 denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds

1 shall bear interest at a rate or rates not in excess of that authorized at the Election. The
2 Bonds will initially be registered in the name of "Cede & Co.," the Nominee of DTC.

3 (b) Each Bond shall be dated as of the Dated Date, and shall bear interest at the rates
4 set forth in the Purchase Contract or Official Statement, from the Bond Payment Date
5 next preceding the date of authentication thereof unless it is authenticated during the
6 period from the 16th day of the month next preceding any Bond Payment Date to that
7 Bond Payment Date, inclusive, in which event it shall bear interest from such Bond
8 Payment Date, or unless it is authenticated on or before the first Record Date, in which
9 event it shall bear interest from its Dated Date. Interest shall be payable on the
10 respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of
11 12, 30-day months. To the extent the issuance of Bonds includes Long Current Interest
12 Bonds, the useful life of any facility financed with such Long Current Interest Bonds
13 will equal or exceed the maturity of such Long Current Interest Bonds

14 **Section 6. Execution.** The Bonds shall be signed by the Chairman of the Board and the
15 Treasurer, or a deputy of the Treasurer, by their manual or facsimile signatures and
16 countersigned by the manual or facsimile signature of the Clerk of the Board, or by an
17 authorized deputy thereof, all in their official capacities. In case any one or more of the
18 officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds
19 so signed shall have been issued by the County on behalf of the District, such Bonds may,
20 nevertheless, be issued, as herein provided, as if the persons who signed such Bonds had not
21 ceased to hold such offices. No Bond shall be valid or obligatory for any purpose or shall be
22 entitled to any security or benefit under this Resolution unless and until the certificate of
23 authentication printed on the Bond is signed by the Paying Agent as authenticating agent.
24 Authentication by the Paying Agent shall be conclusive evidence that the Bond so
25 authenticated has been duly issued, signed and delivered under this Resolution and is entitled
26 to the security and benefit of this Resolution.

27 **Section 7. Appointment of Paying Agent.**

28 (a) This Board does hereby consent to and confirm the appointment of U.S. Bank

1 National Association as the Paying Agent for the Bonds. All fees and expenses incurred
2 for services of the Paying Agent shall be the sole responsibility of the District.

3 (b) Unless otherwise provided, the office of the Paying Agent designated by the
4 Paying Agent shall be the place for the payment of Principal of, premium, if any, and
5 interest on the Bonds.

6 (c) The Paying Agent, upon receipt of any notice, resolution, request, consent, order,
7 certificate, report, opinion, bond or other paper or document furnished to it pursuant to
8 any provision of this Resolution, shall examine such instrument to determine whether it
9 conforms to the requirements of this Resolution and shall be protected in acting upon
10 any such instrument believed by it to be genuine and to have been signed or presented
11 by the proper party or parties. The Paying Agent may consult with counsel, who may or
12 may not be counsel to the District, and the opinion of such counsel shall be full and
13 complete authorization and protection in respect of any action taken or suffered by it
14 under this Resolution in good faith and in accordance therewith.

15 (d) The District shall pay to the Paying Agent from time to time reasonable
16 compensation for all services rendered under this Resolution, and also all reasonable
17 expenses, charges, counsel fees and other disbursements, including those of its
18 attorneys, agents and employees, incurred in and about the performance of their powers
19 and duties under this Resolution. Notwithstanding the foregoing, the fees and expenses
20 of the Paying Agent not paid from the proceeds of the sale of the Bonds may be paid in
21 each year from taxes levied and collected for payment of the Bonds, insofar as permitted
22 by law, including specifically by Section 15232 of the Education Code. In no event
23 shall the County be required to expend its own funds hereunder.

24 **Section 8. Resignation or Removal of Paying Agent and Appointment of Successor.**

25 (a) The Paying Agent may at any time resign and be discharged of the duties and
26 obligations created by this Resolution by giving at least 60 days' written notice to the
27 District and the County. The Paying Agent may be removed at any time by an
28 instrument filed with such Paying Agent and the County and signed by the District. A

1 successor Paying Agent shall be appointed by the District with the written consent of the
2 Treasurer, which consent shall not be unreasonably withheld, and, if such successor
3 Paying Agent is not the Treasurer, then it shall be a bank or trust company organized
4 under the laws of any state of the United States, a national banking association or any
5 other financial institution, having capital stock and surplus aggregating at least
6 \$75,000,000 and doing business in the State and willing and able to accept the office on
7 reasonable and customary terms and authorized by law to perform all the duties imposed
8 upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties
9 and obligations hereunder by executing and delivering to the County and the District a
10 written acceptance thereof. Resignation or removal of the Paying Agent shall be
11 effective upon appointment and acceptance of a successor Paying Agent.

12 (b) In the event of the resignation or removal of the Paying Agent, such Paying
13 Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its
14 successor, or, if there is no successor, to the Treasurer. In the event that for any reason
15 there shall be a vacancy in the office of the Paying Agent, the Treasurer shall act as such
16 Paying Agent. The County shall cause the new Paying Agent appointed to replace any
17 resigned or removed Paying Agent to mail notice of its appointment and the address of
18 its principal office to all registered Owners.

19 **Section 9. Payment of Principal and Interest.** Payment of interest on any Bond on any
20 Bond Payment Date shall be made to the person appearing on the registration books of the
21 Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond
22 Payment Date, such interest to be paid by wire transfer to such Owner on the Bond Payment
23 Date at the bank and account number as it appears on such Bond Register as of the Record
24 Date. The Principal, and redemption price, if any, payable on the Bonds shall be payable upon
25 maturity or redemption upon surrender at the designated office of the Paying Agent. The
26 interest, Principal and redemption premiums, if any, on the Bonds shall be payable in lawful
27 money of the United States of America. The Paying Agent is hereby authorized to pay the
28 Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment

1 thereof. The Bonds are general obligations of the District payable solely from the proceeds of
2 *ad valorem* taxes levied on property subject to taxation by the District. No part of any fund of
3 the County is pledged or obligated to the payment of the Bonds.

4 **Section 10. Bond Registration and Transfer.** So long as any of the Bonds remain
5 outstanding, the District will cause the Paying Agent to maintain and keep at its designated
6 office all books and records necessary for the registration, exchange and transfer of the Bonds
7 as provided in this Section.

8 Subject to the provisions of Section 12 below, the person in whose name a Bond is
9 registered on the Bond Register shall be regarded as the absolute owner of that Bond for all
10 purposes of this Resolution. Payment of or on account of the Principal of and interest on any
11 Bond shall be made only to or upon the order of that person; neither the District, the County
12 nor the Paying Agent shall be affected by any notice to the contrary, but the registration may
13 be changed as provided in this Section. All such payments shall be valid and effectual to
14 satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of
15 the amount or amounts so paid.

16 Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer
17 Amount upon presentation and surrender at the office of the Paying Agent designated for such
18 purpose, together with a request for exchange signed by the registered Owner or by a person
19 legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be
20 transferred only on the Bond Register by the person in whose name it is registered, in person or
21 by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of
22 the Paying Agent designated for such purpose, accompanied by delivery of a written
23 instrument of transfer in a form approved by the Paying Agent, duly executed. Upon exchange
24 or transfer, the Paying Agent shall register, authenticate and deliver a new Bond or Bonds of
25 like tenor and of any authorized denomination or denominations requested by the Owner equal
26 to the Transfer Amount of the Bond surrendered and bearing interest at the same rate and
27 maturing on the same date.

28 If manual signatures on behalf of the County are required, the Paying Agent shall

1 undertake the exchange or transfer of Bonds only after the new Bonds are signed by the
2 authorized officers of the County. In all cases of exchanged or transferred Bonds, the County
3 shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the
4 provisions of this Resolution. All fees and costs of transfer shall be paid by the transferor.
5 Those charges may be required to be paid before the procedure is begun for the exchange or
6 transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the
7 District, evidencing the same debt, and entitled to the same security and benefit under this
8 Resolution as the Bonds surrendered upon that exchange or transfer.

9 Any Bond surrendered to the Paying Agent for payment, retirement, exchange,
10 replacement or transfer shall be cancelled by the Paying Agent. The District and the County
11 may at any time deliver to the Paying Agent for cancellation any previously authenticated and
12 delivered Bonds that the District and the County may have acquired in any manner whatsoever,
13 and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the
14 surrender and cancellation of Bonds shall be made by the Paying Agent to the District and the
15 County upon the request thereof. The cancelled Bonds shall be retained for a period of two
16 years and then returned to the District or destroyed by the Paying Agent as directed by the
17 District.

18 None of the District, the County nor the Paying Agent will be required to (a) issue or
19 transfer any Bonds during a period beginning with the opening of business on the 16th day
20 next preceding either any Bond Payment Date or any date of selection of Bonds to be
21 redeemed and ending with the close of business on the Bond Payment Date or day on which
22 the applicable notice of redemption is given or (b) transfer any Bonds which have been
23 selected or called for redemption in whole or in part.

24 In case any Bond secured hereby shall become mutilated or destroyed, stolen or lost, the
25 Paying Agent shall cause to be executed and authenticated a new Bond of like date and tenor in
26 exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of
27 and in substitution for such Bond mutilated, destroyed, stolen or lost, upon the Owner's paying
28 the reasonable expenses and charges in connection therewith, and, in the case of a Bond

1 destroyed, stolen or lost, such Owner's filing with the Paying Agent and the County of
2 evidence satisfactory to them that such Bond was destroyed, stolen or lost, and/or such
3 Owner's ownership thereof in furnishing the Paying Agent and County with indemnity
4 satisfactory to each of them.

5 Any new Bonds issued pursuant to this Section 10 in substitution for Bonds alleged to
6 be destroyed, stolen or lost shall constitute original additional contractual obligations on the
7 part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at
8 any time enforceable by anyone, and shall be equally secured by and entitled to equal and
9 proportionate benefits with all other Bonds issued under this Resolution in any moneys or
10 securities held by the Paying Agent for the benefit of the Owners of the Bonds.

11 **Section 11. Redemption.**

12 (a) Optional Redemption. The Bonds shall be subject to optional redemption prior
13 to maturity as provided in the Purchase Contract.

14 (b) Mandatory Redemption. The Term Bonds, if any, shall be subject to mandatory
15 redemption prior to maturity as provided in the Purchase Contract.

16 (c) Selection of Bonds for Redemption. Whenever provision is made in this
17 Resolution for the redemption of Bonds and less than all Outstanding Bonds are to be
18 redeemed, the Paying Agent, upon written instruction from the District, shall select
19 Bonds for redemption as so directed by the District and if not directed, in inverse order
20 of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as
21 directed by the District, and if not so directed, by lot. Redemption by lot shall be in such
22 manner as the Paying Agent shall determine; provided, however, that with respect to
23 redemption by lot, the portion of any Bond to be redeemed in part shall be in the
24 principal amount of \$5,000 or any integral multiple thereof.

25 The Purchase Contract may provide that (i) in the event that a portion of any Term Bond
26 is optionally redeemed prior to maturity, the remaining mandatory sinking fund
27 payments with respect to such Term Bonds shall be reduced proportionately or as
28 otherwise directed by the District, in integral multiples of \$5,000 principal amount, in

1 respect to the portion of such Term Bond optionally redeemed, or (ii) within a maturity,
2 Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of
3 Principal" basis in accordance with DTC procedures; provided further that, such pro-rata
4 redemption is made in accordance with the operational arrangements of DTC then in
5 effect.

6 (d) Redemption Notice. When redemption is authorized or required pursuant to
7 Section 11 hereof, the Paying Agent, upon written instruction from the District, shall
8 give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption
9 Notice shall specify: (a) the Bonds or designated portions thereof (in the case of
10 redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date
11 of redemption, (c) the place or places where the redemption will be made, including the
12 name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers
13 (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be
14 redeemed in whole or in part and, in the case of any Bond to be redeemed in part only,
15 the Principal Amount of such Bond to be redeemed, and (g) the original issue date,
16 interest rate and stated maturity date of each Bond to be redeemed in whole or in part.
17 Such Redemption Notice shall further state that on the specified date there shall become
18 due and payable upon each Bond or portion thereof being redeemed at the redemption
19 price thereof, together with the interest accrued to the redemption date, and that from
20 and after such date, interest with respect thereto shall cease to accrue. The Paying Agent
21 shall take the following actions with respect to such Redemption Notice:

22 (i) At least 20 but not more than 45 days prior to the redemption date, such
23 Redemption Notice shall be given to the respective Owners of Bonds designated
24 for redemption by registered or certified mail, postage prepaid, at their addresses
25 appearing on the Bond Register.

26 (ii) At least 20 but not more than 45 days prior to the redemption date, such
27 Redemption Notice shall be given by (i) registered or certified mail, postage
28 prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight

1 delivery service, to the Depository.

2 (iii) At least 20 but not more than 45 days prior to the redemption date, such
3 Redemption Notice shall be given by (i) registered or certified mail, postage
4 prepaid, or (ii) overnight delivery service, to one of the Information Services.

5 (iv) Provide such Redemption Notice to such other persons as may be
6 required pursuant to the Continuing Disclosure Certificate.

7 A certificate of the Paying Agent or the District that a Redemption Notice has
8 been given as provided herein shall be conclusive as against all parties. Neither
9 failure to receive any Redemption Notice nor any defect in any such Redemption
10 Notice so given shall affect the sufficiency of the proceedings for the redemption
11 of the affected Bonds. Each check issued or other transfer of funds made by the
12 Paying Agent for the purpose of redeeming Bonds shall bear or include the
13 CUSIP number identifying, by issue and maturity, the Bonds being redeemed
14 with the proceeds of such check or other transfer. Such Redemption Notice may
15 state that no representation is made as to the accuracy or correctness of CUSIP
16 numbers printed thereon, or on the Bonds. With respect to any notice of the
17 optional redemption of Bonds (or portions thereof) pursuant to Section 11(a)
18 hereof, unless upon the giving of such notice such Bonds shall be deemed to
19 have been defeased pursuant to Sections 16 or 17 hereof, such notice shall state
20 that such redemption shall be conditional upon the receipt by an independent
21 escrow agent selected by the District on or prior to the date fixed for such
22 redemption of the moneys necessary and sufficient to pay the Principal of, and
23 premium, if any, and interest on, such Bonds (or portions thereof) to be
24 redeemed, and that if such moneys shall not have been so received said notice
25 shall be of no force and effect, the Bonds shall not be subject to redemption on
26 such date and the Bonds shall not be required to be redeemed on such date. In
27 the event that such notice of redemption contains such a condition and such
28 moneys are not so received, the redemption shall not be made and the Paying

1 Agent shall within a reasonable time thereafter (but in no event later than the
2 date originally set for redemption) give notice, to the persons to whom and in the
3 manner in which the notice of redemption was given, that such moneys were not
4 so received. In addition, the District shall have the right to rescind any
5 Redemption Notice, by written notice to the Paying Agent, on or prior to the date
6 fixed for such redemption. The Paying Agent shall distribute a notice of
7 rescission of such Redemption Notice in the same manner as such Redemption
8 Notice was originally provided.

9 (e) Payment of Redeemed Bonds. When notice of redemption has been given
10 substantially as provided for herein, and, when the amount necessary for the redemption
11 of the Bonds called for redemption (Principal and premium, if any) is irrevocably set
12 aside in trust for that purpose, as provided herein, the Bonds designated for redemption
13 shall become due and payable on the date fixed for redemption thereof and upon
14 presentation and surrender of said Bonds at the place specified in the notice of
15 redemption, said Bonds shall be redeemed and paid at the redemption price thereof.

16 All unpaid interest payable at or prior to the redemption date shall continue to be
17 payable to the respective Owners, but without interest thereon.

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

25 (g) Effect of Notice of Redemption. If on such redemption date, money for the
26 redemption of all the Bonds to be redeemed as provided in Section 11 hereof, together
27 with interest accrued to such redemption date, shall be held by an independent escrow
28 agent selected by the District, so as to be available therefor on such redemption date, and

1 if a Redemption Notice thereof shall have been given as aforesaid, then from and after
2 such redemption date, interest on the Bonds to be redeemed shall cease to accrue and
3 become payable. All money held by such escrow agent for the redemption of Bonds
4 shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

5 All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of
6 this Section 11 shall be cancelled upon surrender thereof and be delivered to or upon the
7 order of the District. All or any portion of a Bond purchased by the District shall be
8 cancelled by the Paying Agent.

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

18 **Section 12. Book-Entry System.**

19 (a) The Bonds shall be initially executed and delivered in the form of a single, fully
20 registered Bond for each maturity (which may be typewritten). Upon initial execution
21 and delivery, as provided for herein, the ownership of such Bond shall be registered in
22 the Bond Register in the name of the Depository or Nominee, and its successors and
23 assigns. Except as hereinafter provided, all of the outstanding Bonds shall be registered
24 in the Bond Register in the name of the Nominee of the Depository, as determined from
25 time to time pursuant to this Section. Each Bond certificate shall bear a legend
26 substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN
27 AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE
28 RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF

1 TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS
2 REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS
3 REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY
4 (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY
5 AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE
6 DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR
7 VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH
8 AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST
9 HEREIN.”

10 With respect to the Bonds registered in the Bond Register in the name of the Nominee,
11 neither the District, the County nor the Paying Agent shall have any responsibility or
12 obligation to any broker-dealers, banks and other financial institutions from time to time
13 for which the Depository holds Bonds as securities depository (the “Participant”) or to
14 any person on behalf of which such a Participant holds an interest in the Bonds.
15 Without limiting the immediately preceding sentence, neither the District, the County
16 nor the Paying Agent shall have any responsibility or obligation with respect to (i) the
17 accuracy of the records of the Depository, the Nominee, or any Participant with respect
18 to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other
19 person, other than an Owner of a Bond as shown in the Bond Register, of any notice
20 with respect to the Bonds, including any notice of redemption, (iii) the selection by the
21 Depository and its Participants of the beneficial interests in the Bonds to be redeemed in
22 the event the District redeems the Bonds in part, or (iv) the payment to any Participant
23 or any other person, other than an Owner of a Bond as shown in the Bond Register, of
24 any amount with respect to Principal of or interest on the Bonds. The District and the
25 Paying Agent may treat and consider the person in whose name each Bond is registered
26 in the Bond Register as the holder and absolute Owner of such Bond for the purpose of
27 the payment of Principal of and interest with respect to such Bond, for the purpose of
28 giving notices of redemption, if applicable, and other matters with respect to such Bond,

1 for the purpose of registering transfers with respect to such Bond, and for all other
2 purposes whatsoever. The Paying Agent shall pay all Principal of and interest on the
3 Bonds only to or upon the order of the respective Owner of the Bond, as shown in the
4 Bond Register, or his respective attorney duly authorized in writing, and all such
5 payments shall be valid and effective to fully satisfy and discharge the District's
6 obligations with respect to payment of Principal of and interest on the Bonds to the
7 extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown
8 in the Bond Register, shall receive a Bond evidencing the obligation of the District to
9 make payments of Principal and interest. Upon delivery by the Depository to the
10 Owners of the Bonds, and the District of written notice to the effect that the Depository
11 has determined to substitute a new nominee in place of the Nominee, and subject to the
12 provisions herein with respect to Record Dates, the word Nominee in this Resolution
13 shall refer to such nominee of the Depository.

14 (b) In order to qualify the Bonds for the Depository's book-entry system, the District
15 has executed and delivered to the Depository a Representation Letter. The execution
16 and delivery of the Representation Letter shall not in any way limit the provisions of this
17 Section or in any other way impose upon the District any obligation whatsoever with
18 respect to persons having interests in the Bonds other than the owners of the Bonds, as
19 shown on the Bond Register. In addition, to the execution and delivery of the
20 Representation Letter, the District shall take such other actions, not inconsistent with
21 this Resolution, as are reasonably necessary to qualify the Bonds for the Depository's
22 book-entry program.

23 (c) If at any time the Depository notifies the County and the District that it is
24 unwilling or unable to continue as Depository with respect to the Bonds or if at any time
25 the Depository shall no longer be registered or in good standing under the Securities
26 Exchange Act or other applicable statute or regulation and a successor Depository is not
27 appointed by the Treasurer within 90 days after the County and the District receive
28 notice or become aware of such condition, as the case may be, subsection (a) hereof

1 shall no longer be applicable and the Treasurer shall issue bonds representing the Bonds
2 as provided below. In addition, the County and the District may determine at any time
3 that the Bonds shall no longer be represented by book-entry securities and that the
4 provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such
5 event, the Treasurer shall execute and deliver certificates representing the Bonds as
6 provided below. Bonds issued in exchange for book-entry securities pursuant to this
7 subsection (c) shall be registered in such names and delivered in such denominations as
8 the Depository shall instruct the County and the District. The Treasurer shall deliver
9 such bonds representing the Bonds to the persons in whose names such Bonds are so
10 registered. If the County and the District determine to replace the Depository with
11 another qualified securities depository, the County and the District shall prepare or cause
12 to be prepared new fully-registered book-entry securities for each of the maturities of the
13 Bonds, registered in the name of such successor or substitute securities depository or its
14 nominee, or make such other arrangements as are acceptable to the County, the District
15 and such securities depository and not inconsistent with the terms of this Resolution.

16 Notwithstanding any other provisions of this Resolution to the contrary, so long as any
17 Bond is registered in the name of the Nominee, all payments with respect to Principal of,
18 and interest on such Bond and all notices with respect to such Bond shall be made and
19 given, respectively, as provided in the Representation Letter or as otherwise instructed
20 by the Depository and acceptable to the District.

21 (d) The initial Depository under this Section shall be DTC. The initial Nominee
22 shall be Cede & Co., as Nominee of DTC.

23 (e) The Bonds shall be initially issued as described in the Official Statement
24 described herein. Registered ownership of such Bonds, or any portions thereof, may not
25 thereafter be transferred except:

- 26 (i) to any successor of DTC or its nominee, or of any substitute depository
27 designated pursuant to Section 11(e)(ii) ("Substitute Depository"); provided that
28 any successor of DTC or Substitute Depository shall be qualified under any

1 applicable laws to provide the service proposed to be provided by it;

2 (ii) to any Substitute Depository, upon (A) the resignation of DTC or its
3 successor (or any Substitute Depository or its successor) from its functions as
4 depository, or (B) a determination by the District that DTC (or its successor) is
5 no longer able to carry out its functions as depository; provided that any such
6 Substitute Depository shall be qualified under any applicable laws to provide the
7 services proposed to be provided by it; or

8 (iii) to any person as provided below, upon (A) the resignation of DTC or its
9 successor (or any Substitute Depository or its successor) from its functions as
10 depository, or (B) a determination by the District that DTC or its successor (or
11 Substitute Depository or its successor) is no longer able to carry out its functions
12 as depository.

13 (f) In the case of any transfer pursuant to Section 11(e)(i) or (ii), upon receipt of all
14 Outstanding Bonds by the Paying Agent, together with a written request of the District
15 to the Paying Agent designating the Substitute Depository, a single new Bond, which the
16 District shall prepare or cause to be prepared, shall be executed and delivered for each
17 maturity of Bonds then Outstanding, registered in the name of such successor or such
18 Substitute Depository or their Nominees, as the case may be, all as specified in such
19 written request of the District. In the case of any transfer pursuant to Section 11(e)(iii),
20 upon receipt of all Outstanding Bonds by the Paying Agent, together with a written
21 request of the District to the Paying Agent, new Bonds, which the District shall prepare
22 or cause to be prepared, shall be executed and delivered in such denominations and
23 registered in the names of such persons as are requested in such written request of the
24 District, provided that the Paying Agent shall not be required to deliver such new Bonds
25 within a period of less than sixty (60) days from the date of receipt of such written
26 request from the District.

27 (g) In the case of a partial redemption or an advance refunding of any Bonds
28 evidencing a portion of the Principal maturing in a particular year, DTC or its successor

1 (or any Substitute Depository or its successor) shall make an appropriate notation on
2 such Bonds indicating the date and amounts of such reduction in Principal in form
3 acceptable to the Paying Agent, all in accordance with the Letter of Representations.
4 The Paying Agent shall not be liable for such Depository's failure to make such
5 notations or errors in making such notations.

6 (h) The District and the Paying Agent shall be entitled to treat the person in whose
7 name any Bond is registered as the Owner thereof for all purposes of this Resolution and
8 any applicable laws, notwithstanding any notice to the contrary received by the Paying
9 Agent or the District; and the District and the Paying Agent shall not have responsibility
10 for transmitting payments to, communicating with, notifying, or otherwise dealing with
11 any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall
12 have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners
13 or to any other party, including DTC or its successor (or Substitute Depository or its
14 successor), except to the Owner of any Bonds, and the Paying Agent may rely
15 conclusively on its records as to the identity of the Owners of the Bonds.

16 **Section 13. Form of Bonds.** The Bonds shall be in substantially the form as shown in
17 Exhibit C hereto; provided, however, that those officials executing the Bonds are hereby
18 authorized to make the insertions and deletions necessary to conform the Bonds to this
19 Resolution and the Purchase Contract, and the Official Statement and to correct any defect or
20 inconsistent provision therein or to cure any ambiguity or omission therein. Pending the
21 preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form
22 exchangeable for definitive Bonds when ready for delivery. If the Paying Agent delivers
23 temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal
24 amount of authorized denominations, when available, and thereupon the temporary Bonds shall
25 be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled
26 to the same benefits hereunder as definitive Bonds.

27 **Section 14. Deposit of Proceeds of Bonds; Creation of Funds.**

28 (a) The proper officials of the District shall cause the Bonds to be prepared and,

1 following their sale, shall have the Bonds signed and delivered, together with a true
2 transcript of proceedings with reference to the issuance of the Bonds, to the Underwriter
3 upon payment of the purchase price therefor.

4 (b) The proceeds from the sale of the Bonds, to the extent of the Principal Amount
5 thereof, shall be paid to the County to the Building Fund, shall be kept separate and
6 distinct from all other District and County funds, and those proceeds shall be used solely
7 for the purposes for which the Bonds are being issued. The County shall have no
8 responsibility for assuring the proper use of the Bond proceeds by the District. At the
9 discretion of the District, the Building Fund may be split into more than one fund or
10 contain subaccounts if the Bonds are issued in more than one Series. The accrued
11 interest and any premium received by the County from the sale of the Bonds shall be
12 kept separate and apart in the Debt Service Fund for the Bonds and used only for
13 payment of Principal of, and interest on the Bonds. At the discretion of the District, the
14 Debt Service Fund may be split into more than one fund or contain subaccounts if the
15 Bonds are issued in more than one Series. Interest earnings on monies held in the
16 Building Fund shall be retained in the Building Fund. Interest earnings on monies held
17 in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess
18 proceeds of the Bonds not needed for the authorized purposes set forth herein for which
19 the Bonds are being issued shall be transferred to the Debt Service Fund and applied to
20 the payment of Principal of, and interest on the Bonds. If, after payment in full of the
21 Bonds, there remain excess proceeds, any such excess amounts shall be transferred to
22 the General Fund of the District. The costs of issuance of the Bonds (as described in
23 Education Code Section 15145) are hereby authorized to be paid from proceeds of the
24 Bonds. The County, at the direction of the District, may cause a portion of the proceeds
25 of the Bonds, in lieu of being deposited into the Building Fund, to be deposited in a
26 costs of issuance account to be held by a fiscal agent of the District appointed for such
27 purpose.

28 (c) Moneys in the Debt Service Fund and the Building Fund shall be invested at the

1 written direction of the District, and after consultation with the County, in Permitted
2 Investments. If at the time of issuance the District determines to issue the Bonds as Tax-
3 Exempt Bonds without regard to the Internal Revenue Code "temporary period"
4 restrictions, all investment of Bond proceeds shall be subject to paragraph (i) below.
5 Neither the County nor its officers and agents, as the case may be, shall have any
6 responsibility or obligation to determine the tax consequences of any investment, nor
7 shall the County or its officers and agents be liable for any loss on investments. The
8 interest earned on the moneys deposited to the Building Fund shall be applied as set
9 forth in subparagraph (ii) below.

10 (i) Covenant Regarding Investment of Proceeds.

11 1. Permitted Investments. Beginning on the delivery date, and at all
12 times until expenditure for authorized purposes, not less than 95% of the
13 proceeds of the Bonds deposited in the Building Fund, including investment
14 earnings thereon, will be invested in Qualified Permitted Investments.
15 Notwithstanding the preceding provisions of this Section, for purposes of
16 this paragraph, amounts derived from the disposition or redemption of
17 Qualified Permitted Investments and held pending reinvestment or
18 redemption for a period of not more than 30 days may be invested in
19 Permitted Investments.

20 2. Recordkeeping and Monitoring Relating to Building Fund. The
21 investment of Bond proceeds pursuant to this paragraph (i) shall be
22 subject to such recordkeeping and monitoring requirements as shall be
23 covenanted to by the District in the Tax Certificate executed thereby in
24 connection with such Bonds, and as shall be acceptable to the County.

25
26 (ii) Interest Earned on Permitted Investments. The interest earned on the
27 moneys deposited in the Building Fund shall be deposited in the Building Fund
28 and used for the purposes of that fund. Except as required below to satisfy the

1 requirements of Section 148(f) of the Code, interest earned on the investment of
2 monies held in the Debt Service Fund shall be retained in the Debt Service Fund
3 and used by the County to pay the Principal of and interest on the Bonds when
4 due.

5 (d) The Rebate Fund is hereby created and established. The County shall from time
6 to time receive funds from the District for deposit into the Rebate Fund as required to
7 enable the District to comply with the requirements of Section 148(f) of the Code. The
8 District shall instruct the County, in writing, as to the method of investing and
9 disbursing funds held in the Rebate Fund to the United States Treasury. The County
10 agrees to comply with such instructions of the District. Any money remaining in the
11 Rebate Fund after the payment in full of the Bonds, either at maturity or earlier
12 redemption, and the payment to the United States Treasury of any amounts required
13 pursuant to Section 148(f) of the Code, and any regulations thereunder, shall be
14 transferred to the Building Fund, or if the Building Fund is not then in the existence,
15 shall be transferred to the general fund of the District. The County shall have no
16 liability or obligation with respect to the required deposits to or disbursements from the
17 Rebate Fund, which shall remain the sole responsibility of the District.

18 (e) Interest earned on the investment of monies held in the Debt Service Fund shall
19 be retained in the Debt Service Fund, interest earned on the investment of monies held in
20 the Building Fund shall be retained in the Building Fund, and interest earned in the
21 investments in the Rebate Fund shall be retained in the Rebate Fund.

22 (f) If at any time it is deemed necessary or desirable by the District, upon the written
23 direction of the District, the County may establish additional funds under this Resolution
24 and/or accounts within any of the funds or accounts established hereunder.

25 **Section 15. Security for the Bonds; Tax Levy.** There shall be levied on all the taxable
26 property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax
27 annually during the period the Bonds are Outstanding in an amount sufficient, together with
28 moneys on deposit in the Debt Service Fund available for such purpose, to pay the Principal of,

1 premium, if any, and interest on the Bonds when due. The taxes collected for the Bonds will
2 be placed in the Debt Service Fund of the District, and used for the payment of the Principal of
3 and interest on the Bonds when and as the same fall due, and for no other purpose. The Bonds
4 are the general obligations of the District and do not constitute an obligation of the County
5 except as expressly provided in this Resolution. No part of any fund or account of the County
6 is pledged or obligated to the payment of the Bonds or the interest thereon. Pursuant to
7 Government Code Section 53515, the Bonds shall be secured by a statutory lien on all
8 revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment
9 thereof. Pursuant to Government Code Sections 5450 and 5451, the District has pledged all
10 revenues received from the levy and collection of *ad valorem* property taxes for the payment of
11 each Series of Bonds and all amounts on deposit in the Debt Service Fund are hereby pledged
12 to the payment of such Series of Bonds. Such pledge constitutes a lien on and security interest
13 in such taxes and amounts in such Debt Service Fund and an agreement between the District
14 and the Owners of such Series of Bonds to provide security for the payment of such Bonds in
15 addition to any statutory lien that may exist.

16 The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and
17 interest on the Bonds as the same become due and payable, shall be transferred by the
18 Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such
19 Principal and interest. DTC will thereupon make payments of Principal of and interest on the
20 Bonds to the DTC Participants who will thereupon make payments of such Principal and
21 interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service
22 Fund after the Bonds and the interest thereon have been paid in full, or provision for such
23 payment has been made, shall be transferred to the general fund of the District, pursuant to
24 Education Code Section 15234.

25 **Section 16. Defeasance.** The Bonds may be defeased, in whole, prior to maturity in the
26 following ways:

- 27 (a) by irrevocably depositing with an independent escrow agent selected by the
28 District an amount of cash which, together with any amounts transferred from the Debt

1 Service Fund, is sufficient to pay all Bonds Outstanding, including all Principal,
2 premium, if any, and interest at or before their maturity date or applicable redemption
3 date; or

4 (b) by irrevocably depositing with an independent escrow agent selected by the
5 District noncallable Government Obligations (defined below), together with cash, if
6 required, in such amount as will, in the opinion of an independent certified public
7 accountant, together with interest to accrue thereon and any moneys transferred from the
8 Debt Service Fund, be fully sufficient to pay and discharge all the Bonds Outstanding,
9 including all Principal, premium, if any, and interest at or before their maturity date or
10 applicable redemption date; then, notwithstanding that any Bonds shall not have been
11 surrendered for payment, all obligations of the District, the County and the Paying
12 Agent with respect to all Outstanding Bonds shall cease and terminate, except only the
13 obligation of the County and the Paying Agent or an independent escrow agent selected
14 by the District to pay or cause to be paid from funds deposited pursuant to paragraphs
15 (a) or (b) of this Section, to the owners of the Bonds not so surrendered and paid all
16 sums due with respect thereto and the obligations of the County with respect to the
17 Rebate Fund in accordance with Section 14 hereof. For purposes of this Section and
18 Section 17, Government Obligations shall, unless otherwise provided in the Purchase
19 Contract, mean: Direct and general obligations of the United States of America,
20 obligations that are unconditionally guaranteed as to principal and interest by the United
21 States of America (which may consist of obligations of the Resolution Funding
22 Corporation that constitute interest strips), or obligations secured or otherwise
23 guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith
24 and credit of the United States of America. In the case of direct and general obligations
25 of the United States of America, Government Obligations shall include evidences of
26 direct ownership of proportionate interests in future interest or principal payments of
27 such obligations. Investments in such proportionate interests must be limited to
28 circumstances where (i) a bank or trust company acts as custodian and holds the

1 underlying United States obligations; (ii) the owner of the investment is the real party in
2 interest and has the right to proceed directly and individually against the obligor of the
3 underlying United States obligations; and (iii) the underlying United States obligations
4 are held in a special account, segregated from the custodian's general assets, and are not
5 available to satisfy any claim of the custodian, any person claiming through the
6 custodian, or any person to whom the custodian may be obligated; provided that such
7 obligations are rated or assessed at least as high as direct and general obligations of the
8 United States of America by either Moody's or S&P.

9 **Section 17. Partial Defeasance.** A portion of the then-outstanding maturities of the Bonds
10 may be defeased prior to maturity in the following ways:

11 (a) by irrevocably depositing with the County, or an independent escrow agent
12 selected by the District, an amount of cash which, together with any amounts transferred
13 from the Debt Service Fund, is sufficient to pay the designated Outstanding maturities of
14 Bonds, including all Principal, interest and premium, if any; or

15 (b) by irrevocably depositing with the County, or an independent escrow agent
16 selected by the District, noncallable Government Obligations, together with cash, if
17 required, in such amount as will, in the opinion of an independent certified public
18 accountant, together with interest to accrue thereon and any moneys transferred from the
19 Debt Service Fund, be fully sufficient to pay and discharge the designated Outstanding
20 maturities of Bonds (including all Principal, interest and premium, if any, at or before
21 their maturity date); then, notwithstanding that any of such designated maturities of
22 Bonds shall not have been surrendered for payment, all obligations of the District and
23 the County with respect to such Outstanding maturities of Bonds shall cease and
24 terminate, except only the obligation of the County and the Paying Agent to pay or
25 cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section,
26 to the Owners of the Bonds of such maturities designated for redemption not so
27 surrendered and paid all sums due with respect thereto.

28 **Section 18. Continuing Disclosure.** The District has covenanted and agreed that it will

1 comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Any
2 Bond Owner may take such actions as may be necessary and appropriate, including seeking
3 mandate or specific performance by court order, to cause the District to comply with its
4 obligations under the Continuing Disclosure Certificate.

5 **Section 19. Tax Covenants of the District.** The District has covenanted for and on behalf
6 of the Owners that it shall not take any action, or fail to take any action if such action or failure
7 to take such action would adversely affect the exclusion from gross income of the interest
8 payable on the Bonds under Section 103 of the Code.

9 **Section 20. Arbitrage Covenant.** The District has covenanted for and on behalf of the
10 Owners that it will restrict the use of the proceeds of the Bonds in such manner and to such
11 extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under
12 Section 148 of the Code and the applicable regulations prescribed under that section or any
13 predecessor section. Calculations for determining arbitrage requirements are the sole
14 responsibility of the District. The County hereby covenants that it will follow such written
15 directions as are given to it by the District to restrict the use of the proceeds of the Bonds in
16 such manner and to such extent, if any, as may be necessary, so that the Bonds will not
17 constitute arbitrage bonds under Section 148 of the Code and the applicable regulations
18 prescribed under that section or any predecessor section.

19 **Section 21. Conditions Precedent.** This Board determines that all acts and conditions
20 necessary to be performed by the Board or to have been met precedent to and in the issuing of
21 the Bonds in order to make them legal, valid and binding general obligations of the District
22 have been performed and have been met, or will at the time of delivery of the Bonds have been
23 performed and have been met, in regular and due form as required by law; and that no statutory
24 or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance
25 of the Bonds.

26 **Section 22. Official Statement.** The District has agreed to cause a Preliminary Official
27 Statement and a final Official Statement meeting the requirements of Securities and Exchange
28 Commission Rule 15c2-12 to be prepared. Such Preliminary Official Statement and Official

1 Statement shall be referred to as the "Official Statement," and will be substantially in the form
2 of the Preliminary Official Statement on file with the Clerk of the Board of Supervisors,
3 together with such changes as the District deems necessary to make such Official Statement
4 accurate as of its date.

5 **Section 23. Other Actions.**

6 (a) Officers of the Board and County officials and staff are hereby authorized and
7 directed, jointly and severally, to do any and all things and to execute and deliver any
8 and all documents which they may deem necessary or advisable in order to proceed with
9 the issuance of the Bonds and otherwise carry out, give effect to and comply with the
10 terms and intent of this Resolution, including the execution of any documents required
11 by a Bond Insurer as a precondition to obtaining bond insurance if purchased by the
12 District. Such actions heretofore taken by such officers, officials and staff are hereby
13 ratified, confirmed and approved.

14 (b) Notwithstanding any other provision hereof, the provisions of this Resolution as
15 they relate to the terms of the Bonds may be amended by the Purchase Contract.

16 **Section 24. Supplemental Resolutions.**

17 (a) This Resolution, and the rights and obligations of the County, the District and the
18 Owners of the Bonds issued hereunder, may be modified or amended at any time by a
19 Supplemental Resolution adopted by the County with the written consent of Owners
20 owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive
21 of Bonds, if any, owned by the County or the District; provided, however, that no such
22 modification or amendment shall, without the express consent of the Owner of each
23 Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate
24 payable thereon, advance the earliest redemption date thereof, extend its maturity or the
25 times for paying interest thereon or change the monetary medium in which Principal and
26 interest is payable, nor shall any modification or amendment reduce the percentage of
27 consents required for amendment or modification. No such Supplemental Resolution
28 shall change or modify any of the rights or obligations of any Paying Agent without its

1 written assent thereto. Notwithstanding anything herein to the contrary, no such consent
2 shall be required if the Owners are not directly and adversely affected by such
3 amendment or modification.

4 (b) This Resolution, and the rights and obligations of the County, the District and the
5 Owners of the Bonds issued hereunder, may be modified or amended at any time by a
6 Supplemental Resolution adopted by the County without the written consent of the
7 Owners;

8 (i) To add to the covenants and agreements of the County in this Resolution,
9 other covenants and agreements to be observed by the County which are not
10 contrary to or inconsistent with this Resolution as theretofore in effect;

11 (ii) To add to the limitations and restrictions in this Resolution, other
12 limitations and restrictions to be observed by the County which are not contrary
13 to or inconsistent with this Resolution as theretofore in effect;

14 (iii) To confirm as further assurance any pledge under, and the subjection to
15 any lien or pledge created or to be created by, this Resolution, of any moneys,
16 securities or funds, or to establish any additional funds or accounts to be held
17 under this Resolution;

18 (iv) To cure any ambiguity, supply any omission, or cure or correct any defect
19 or inconsistent provision in this Resolution; or

20 (v) To amend or supplement this Resolution in any other respect, provided
21 such Supplemental Resolution does not adversely affect the interests of the
22 Owners.

23 (c) Any act done pursuant to a modification or amendment so consented to shall be
24 binding upon the Owners of all the Bonds and shall not be deemed an infringement of
25 any of the provisions of this Resolution, whatever the character of such act may be, and
26 may be done and performed as fully and freely as if expressly permitted by the terms of
27 this Resolution, and after consent relating to such specified matters has been given, no
28 Owner shall have any right or interest to object to such action or in any manner to

1 question the propriety thereof or to enjoin or restrain the County or the District or any
2 officer or agent of either from taking any action pursuant thereto.

3 **Section 25. Insurance.** In the event the District purchases bond insurance for the Bonds,
4 and to the extent that the Bond Insurer makes payment of the Principal of or interest on the
5 Bonds, such Bond Insurer shall become the owner of such Bonds with the right to payment of
6 Principal or interest on the Bonds, and shall be fully subrogated to all of the Owners' rights,
7 including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case
8 of subrogation as to claims that were past due interest, the Paying Agent shall note the Bond
9 Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying
10 Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer or other
11 evidence satisfactory to the Paying Agent for the payment of such interest to the Owners of the
12 Bonds, and (ii) in the case of subrogation as to claims for past due Principal of or interest, the
13 Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds
14 maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the
15 Bond Insurer or the insurance trustee for the Bond Insurer. The Paying Agent shall request
16 payment pursuant to the terms of any bond insurance policy to the extent required to pay the
17 Principal of and interest on the Bonds when due if amounts on deposit in the Debt Service
18 Fund are not adequate for that purpose.

19 **Section 26. Resolution to Constitute Contract.** In consideration of the purchase and
20 acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall
21 own the same from time to time, this Resolution shall be deemed to be and shall constitute a
22 contract among the County, the District and the Owners from time to time of the Bonds; and
23 the pledge made in this Resolution shall be for the equal benefit, protection and security of the
24 Owners of any and all of the Bonds, all of which, regardless of the time or times of their
25 issuance or maturity, shall be of equal rank without preference, priority or distinction of any of
26 the Bonds over any other thereof.

27 **Section 27. Notices.** All notices or communications herein required or permitted to be given
28 to any party shall be given to each of the following parties and shall be given in writing and

1 shall be deemed to have been sufficiently given or served for all purposes by being delivered or
2 sent by telecopier or by being deposited, postage prepaid, in a post office letter box, to the
3 addresses set forth below, or to such other address as may be provided to the other parties
4 hereinafter listed in writing from time to time, namely:

5 If to the County: County of Riverside

6 4080 Lemon Street, 4th Floor

7 Riverside, California 92502

8 Attention: Treasurer-Tax Collector

9
10 If to the Paying Agent: U.S. Bank National Association

11 633 West Fifth Street, 24th Floor

12 Los Angeles, California 90071

13 Attention: Corporate Trust Department

14
15 If to the District: Moreno Valley Unified School District

16 25634 Alessandro Boulevard

17 Moreno Valley, California 92553

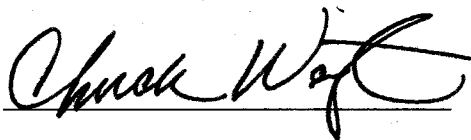
18 Attention: Superintendent

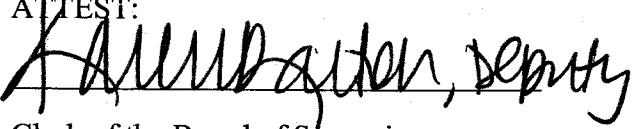
19 **Section 28. Unclaimed Moneys.** Anything in this Resolution to the contrary
20 notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge
21 of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds
22 have become due and payable, either at their stated maturity dates or by call for earlier
23 redemption, if such moneys were held by the Paying Agent at such date, or for two (2) years
24 after the date of deposit of such moneys if deposited with the Paying Agent after said date
25 when such Bonds become due and payable, shall be repaid by the Paying Agent to the District,
26 as its absolute property and free from trust, and the Paying Agent shall thereupon be released
27 and discharged with respect thereto and the Bond Owners shall look only to the District for the
28 payment of such Bonds; provided, however, that before being required to make such payment

1 to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the
2 Owners of all such Bonds, at their respective addresses appearing on the registration books, a
3 notice that said moneys remain unclaimed and that, after a date in said notice, which date shall
4 not be less than thirty (30) days after the date of mailing such notice, the balance of such
5 moneys then unclaimed will be returned to the District.

6 **Section 29. Effective Date.** This Resolution shall take effect immediately upon its passage.
7 The foregoing resolution was adopted by the Board of Supervisors of Riverside County on
8 August 28, 2018.

10 BOARD OF SUPERVISORS OF THE
11 COUNTY OF RIVERSIDE

12
13 By: 
14 Chairman

15 ATTEST:
16 
17 Clerk of the Board of Supervisors

18
19
20 ROLL CALL:

21 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
22 Nays: None
23 Absent: None

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

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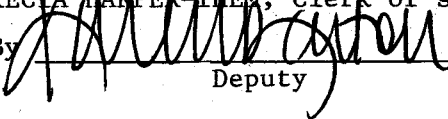
By: 
Deputy

EXHIBIT A
[FORM OF DISTRICT RESOLUTION]

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2018-19-06**

A RESOLUTION OF THE BOARD OF EDUCATION OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF MORENO VALLEY UNIFIED SCHOOL DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, ELECTION OF 2014 GENERAL OBLIGATION BONDS, SERIES B, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Moreno Valley Unified School District (the "District"), Riverside County (the "County"), State of California, on November 4, 2014 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$398,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the "Authorization");

WHEREAS, on April 29, 2015 the District issued its first series of bonds under the Authorization in the aggregate principal amount of \$103,000,000;

WHEREAS, at this time this Board of Education (the "Board") has determined that it is necessary and desirable to request the Board of Supervisors of the County (the "County Board") to issue a second series of such bonds under the Authorization in an aggregate principal amount not to exceed \$56,000,000 to be styled as "Moreno Valley Unified School District, Riverside County, California, Election of 2014 General Obligation Bonds, Series B" (the "Bonds") on behalf of the District;

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), the Bonds are authorized to be issued by the County Board on behalf of the District for the purposes set forth in the ballot submitted to voters at the Election;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and as current interest bonds;

WHEREAS, the District has not filed with nor received from the County Office of Education having jurisdiction over the District a qualified or negative certification in its most recent interim financial report pursuant to the California Education Code Section 42131 (the "Education Code");

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

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

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF EDUCATION OF THE MORENO VALLEY UNIFIED SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the County Resolution or the Purchase Contract):

- (a) **“Authorized Officer”** means the Superintendent or Chief Business Official, or such other officer or employee of the District as may be designated by the Superintendent or Chief Business Official.
- (b) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.
- (c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2019, with respect to the interest on the Bonds, and August 1 of each year commencing August 1, 2019, with respect to the principal payments on the Bonds.
- (d) **“Bond Register”** means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.
- (e) **“Code”** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.
- (f) **“Continuing Disclosure Certificate”** means that certain contractual undertaking executed by the District in connection with the issuance of the Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.
- (g) **“County Resolution”** means that certain resolution of the County Board providing for the issuance of the Bonds.
- (h) **“Current Interest Bonds”** means Bonds, the interest on which is payable semiannually on each Bond Payment Date specified therefor, and maturing in the years and amounts set forth in the Purchase Contract.
- (i) **“Holder” or “Owner”** means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to the County Resolution.
- (j) **“Long Current Interest Bonds”** means Current Interest Bonds that mature more than 30 years from the date of issuance thereof.
- (k) **“Official Statement”** means the Official Statement for the Bonds, as described in Section 9 hereof.

- (l) **"Paying Agent"** means, initially U.S. Bank National Association, or such other Paying Agent as shall be named in the County Resolution or the Purchase Contract, and afterwards any successor financial institution.
- (m) **"Purchase Contract"** means the contract or contracts for purchase and sale of the Bonds, by and between the District and the Underwriter. To the extent the Bonds are sold pursuant to more than one Purchase Contract, each shall be substantially in the form presented to the Board, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.
- (n) **"Series"** means any Bonds executed, authenticated and delivered pursuant to the provisions hereof which are identified as a separate series of Bonds.
- (o) **"Taxable Bonds"** means any Bonds not issued as Tax-Exempt Bonds.
- (p) **"Tax-Exempt Bonds"** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.
- (q) **"Treasurer"** means the Treasurer-Tax Collector of Riverside County.
- (r) **"Underwriter"** means Piper Jaffray & Co., as underwriter of the Bonds.

SECTION 2. Purpose; Authorization. For the purpose of raising money for the purposes authorized by voters of the District at the Election, and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, the Board hereby requests the County Board to authorize the issuance of the Bonds pursuant to the Act and Section 15140 of the California Education Code, and to order such Bonds sold at a negotiated sale such that the Bonds shall be dated as of a date to be determined by an Authorized Officer of the District, shall bear interest at a rate not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$56,000,000. The Board hereby approves the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Board further authorizes the issuance of the Bonds as any combination of Taxable or Tax-Exempt Current Interest Bonds, as set forth in the fully-executed Purchase Contract for the Bonds, subject to the provisions of the County Resolution. To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

SECTION 3. Paying Agent. The Board hereby appoints the Paying Agent to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. The Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes

levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract by and among the District, the County and the Underwriter substantially in the form on file with the Secretary to the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed to execute such Purchase Contract at time the Bonds are sold; provided, however, that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law and the underwriting discount thereon, excluding original issue discount and expenses of the Underwriter, shall not exceed 0.8% of the aggregate principal amount of Bonds actually issued. The Authorized Officers, in consultation with the Treasurer, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$56,000,000 and to enter into and execute the Purchase Contract with the County and the Underwriter, if the conditions set forth in this Resolution and the County Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and fees of the Bond Insurer, if any, will equal approximately 1.8% of the principal amount of the Bonds.

SECTION 5. Tax Covenants.

(a) With respect to Bonds issued as Tax-Exempt Bonds, the District hereby covenants with the Holders of such Bonds that, notwithstanding any other provisions of this Resolution, it will (1) comply with all of the provisions of this Resolution and the County Resolution relating to the Rebate Fund (as defined therein) and perform all acts necessary to be performed by the District in connection therewith, and (2) make no use of the proceeds of the Bonds or of any other amounts, regardless of the source, or of any property or take any action, or refrain from taking any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The District will not make any use of the proceeds of the Bonds or any other funds of the District, or take or omit to take any other action, that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code. To that end, so long as any Bonds are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Internal Revenue Code of 1986, as amended, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code; in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Bonds. In furtherance of the foregoing tax covenants of this Section 3(a), the District covenants that it will comply with the instructions and requirements of that certain Tax Certificate to be executed and delivered by the District on the date of issuance of such Bonds (the "Tax Certificate"), which is incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Bonds.

SECTION 6. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) Pursuant to the County Resolution, there shall be created and established a special fund designated the "Moreno Valley Unified School District General Obligation Bonds, Election of 2014, Series B Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall

be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section, the County Resolution and by the Tax Certificate.

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall cause to be deposited to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District consistent with the County Resolution.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due,

the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution or the County Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 7. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the District 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, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will be exceeded in the issuance of the Bonds.

SECTION 8. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District (as such term is defined in the County Resolution), and used for the payment of the principal of and interest on the Bonds when and as the same falls due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 8.

Pursuant to Section 53515 of the Government Code, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* property taxes for the payment of each Series of Bonds and all amounts on deposit in the corresponding Debt Service Fund to the payment of such Series of Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in such Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of such Series of Bonds to provide security for the payment of such Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such principal and interest. DTC

will thereupon make payments of principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to Education Code Section 15234.

SECTION 9. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds, and such Underwriter is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 10. Bond Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of principal or interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 11. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Date of Delivery, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of Continuing Disclosure Certificate appended to the Preliminary Official Statement on file with the Secretary to the Board, and the Authorized Officers, each alone, are hereby authorized to execute the Continuing Disclosure Certificate with such changes thereto as the Authorized Officers executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery. Noncompliance with the Continuing Disclosure Certificate shall not result in acceleration of the Bonds.

SECTION 12. Other Actions.

(a) District officers, officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out,

give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Fieldman Rolapp & Associates, as the Financial Advisor, Piper Jaffray & Co. as Underwriter, and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) Based on a good faith estimate from the Financial Advisor, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 3.93%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be \$1,001,937.82, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$55,000,000, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$105,502,607.71. The information presented in this Section 12(c) is included in satisfaction of Section 5852.1 of the Government Code, and shall not abrogate or otherwise limit any provision of this Resolution.

SECTION 13. Nonliability of the County; Reimbursement of Costs. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 14. Indemnification of County. The District shall defend, indemnify and hold harmless, to the extent permitted by law, the County and its officials and employees ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of the Resolutions, or related to the proceedings for sale, award, issuance, and delivery of the Bonds in accordance therewith and herewith, except with regard to the County's responsibilities under Section 15 hereof. The District shall also reimburse the Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions, except with regard to the County's responsibilities under Section 15 hereof.

SECTION 15. Request to County to Levy Tax. The County Board and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the County Board to annually levy a tax upon all taxable property in the District sufficient to pay all such principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

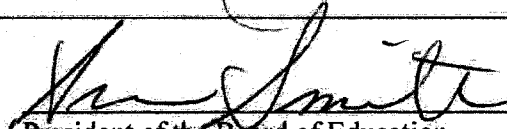
SECTION 16. Resolution to County Treasurer. The Secretary to the Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 17. Recitals. All the recitals in this Resolution above are true and correct and the Board so finds, determines and represents.

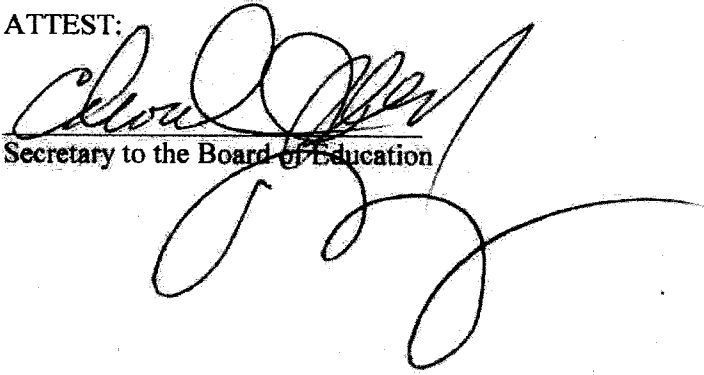
SECTION 18. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2018, by the following vote:

AYES:	MEMBERS	4
NOES:	MEMBERS	0
ABSTAIN:	MEMBERS	0
ABSENT:	MEMBERS	1



President of the Board of Education

ATTEST:


Secretary to the Board of Education

SECRETARY'S CERTIFICATE

I, Dr. Martinrex Kedziora, Secretary to the Board of Education of the Moreno Valley Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on August 7, 2018, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: August 7, 2018

By: 
Secretary to the Board of Education

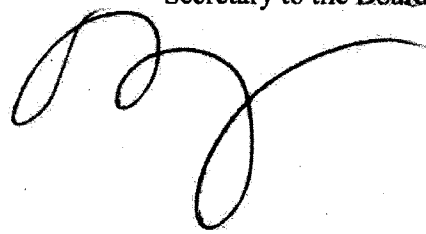


EXHIBIT B
[FORM OF PURCHASE CONTRACT]

§
MORENO VALLEY UNIFIED SCHOOL DISTRICT
(Riverside County, California)
Election of 2014 General Obligation Bonds, Series B

PURCHASE CONTRACT

_____, 2018

Riverside County
Treasurer-Tax Collector
4080 Lemon St. 4th Floor
Riverside, CA 92501

Moreno Valley Unified School District
Board of Education
25634 Alessandro Blvd.
Moreno Valley, CA 92553

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co. (the "Underwriter"), offers to enter into this Purchase Contract (the "Purchase Contract") with the County of Riverside, California (the "County"), and the Moreno Valley Unified School District (the "District"), which, upon your acceptance hereof, will be binding upon the County, the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the County and the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Resolution (defined below).

The District and the County acknowledge and agree that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District, the County and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District and the County, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the District, the County or any other person or entity and has not assumed any advisory or fiduciary responsibilities to the District and the County with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District or the County on other matters), (iii) the only obligations the Underwriter has to the District and the County with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission ("SEC") or the rules of the Municipal Securities Rulemaking Board ("MSRB"), and (iv) the District and the County have

consulted their own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District further acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter's disclosure under Rule G-17 of the MSRB.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of \$_____ in aggregate initial principal amount of the District's Election of 2014 General Obligation Bonds, Series B (the "Bonds"). The Bonds shall bear interest at the rates, shall mature in the years and shall be subject to redemption as shown on Appendix A hereto, which is incorporated herein by this reference. The Bonds (as defined in the County Resolution described below) shall be dated the date of delivery thereof and shall bear interest from such date payable as to interest on each February 1 and August 1, commencing February 1, 2019. The final maturity dates, interest rates, yields and redemption provisions of the Bonds are shown in Exhibit A hereto, which exhibit is incorporated by reference herein.

The Underwriter shall purchase the Bonds at a price of \$_____ (consisting of the principal amount of the Bonds of \$_____, plus net original issue [premium/discount of \$_____,] less underwriter's discount of \$_____, [and less \$_____ to be retained by the Underwriter and wired directly to the Insurer for the Insurance Policy premium]).

2. **The Bonds.** The Bonds shall be dated their date of delivery. The Bonds shall mature on the dates shown on Appendix A hereto, and shall otherwise be as described in the Official Statement (as defined herein), and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on August 7, 2018 (the "District Resolution") and the Resolution of the Board of Supervisors of the County adopted August 28, 2018 (the "County Resolution" and, collectively with the District Resolution, the "Resolutions") and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Act"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement (defined below) or, if not in the Official Statement, in the County Resolution.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolutions. The Bonds shall bear CUSIP numbers, be in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"); and shall initially be in authorized denominations of \$5,000 principal amount each or any integral multiple thereof.

[The scheduled payment of principal of and interest on the Bonds, when due will be guaranteed under an insurance policy (the "Insurance Policy"), to be issued concurrently with the delivery of the Bonds by _____ (the "Insurer").]

3. **Use of Documents.** The District and the County hereby authorize the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Contract and an Official Statement (defined below), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the

Underwriter in connection with the issuance and offering of the Bonds (except as such documents otherwise provide).

4. **Public Offering of the Bonds; Establishment of Issue Price.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement.

(a) The Underwriter agrees to assist the District and the County in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor identified herein and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(b) [Except as otherwise set forth in Appendix A attached hereto, t][The District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the County and the District the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the County and the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the date of Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.]

(c) [TO BE INCLUDED ONLY IF THE UNDERWRITER AGREES TO APPLY THE HOLD-THE-OFFERING PRICE RULE.] The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the County and the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the County and the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the County and the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (1) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The County and the District acknowledge that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The County and the District further acknowledge that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are

partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Purchase Contract by all parties.

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated ____, 2018 (the “Preliminary Official Statement”). The District represents that it has duly authorized and prepared the Preliminary Official Statement for use by the Underwriter in connection with the sale of the Bonds, and that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the SEC under the Securities Exchange Act of 1934, as amended (the “Rule”).

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

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

The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system within one business day after receipt thereof from the District, but in no event later than the Closing (as defined below).

6. **Closing.** At 9:00 A.M., California Time, on September ____, 2018 or at such other time or on such other date as shall have been mutually agreed upon by the District, the County and the Underwriter (the “Closing”), the District will deliver to the Underwriter, at the offices of The Depository Trust Company (“DTC”) in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, in San Francisco, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to the account of the County.

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

(a) Due Organization. The District is a school district duly organized and validly existing under the laws of the State of California ("the State"), with the full legal right, power and authority to issue the Bonds pursuant to the Act and to observe and perform the District's covenants and agreements contained herein and therein.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Certificate, to adopt the District Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement, and to carry out and effectuate the transactions contemplated by this Purchase Contract, and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Resolutions, the Continuing Disclosure Certificate, and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract, assuming the due authorization and execution by any other parties hereto, and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District, enforceable in accordance with their respective terms, subject to any limitation on the enforceability thereof as a result of the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought, and by the limitations on legal remedies against public agencies in the State; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract and the Official Statement.

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

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

(e) No Conflicts. To the best knowledge of the District, after reasonable investigation, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Contract, the Continuing Disclosure Certificate, the District Resolution and the Bonds, and the compliance with the provisions hereof and thereof do not conflict with or constitute on the part of the District a violation of or default under, the State Constitution or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy or collection of *ad valorem* property taxes contemplated by the Resolutions and pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Continuing Disclosure Certificate, or the Resolutions or contesting the powers of the District or its authority with respect to the Bonds, the Resolutions, the Continuing Disclosure Certificate or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations or financial condition of the District or the consummation of the transactions contemplated by this Purchase Contract or the Resolutions, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest on the Bonds from State personal income taxation.

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

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

(i) Continuing Disclosure. At or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing disclosure certificate (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall be substantially in the form attached to the Official Statement in Appendix C. [Except as disclosed in the Official Statement, within the past five years, the District has not failed to comply in any material respect with its past continuing disclosure undertakings.]

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of its date and on the date of Closing, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

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

(l) No Material Adverse Change. The financial statements of, and other financial information regarding the District, in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the District as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(m) No Default. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or any of its property or assets are otherwise subject, in any material respect, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the District under any of the foregoing; and the execution and delivery of the Bonds, this Purchase Contract and the Continuing Disclosure Certificate and the adoption of the Resolution and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Resolution.

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

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

(b) Due Authorization. (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Purchase Contract, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument, and to

carry out and effectuate the transactions contemplated by this Purchase Contract and the County Resolution; (iii) the execution and delivery or adoption of, and the performance by the County of its obligations contained in the Bonds, the County Resolution and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) assuming due authorization, execution and delivery by the other parties hereto, this Purchase Contract constitutes a valid and legally binding obligation of the County; and (v) the County has duly authorized the consummation by it of all of its transactions contemplated by this Purchase Contract.

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

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

(e) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is (1) pending, in which service of process has been completed on the County, or (2) to the best knowledge of the County, threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or of the titles of the officials of the County to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the levy of any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract or the Resolutions or contesting the powers of the County or its authority with respect to the Bonds, the Resolutions or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the County or the consummation of the transactions contemplated by this Purchase Contract or the Resolutions, or (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part.

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

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

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

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

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the District Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered (and the County agrees to cooperate with the District in connection with such delivery) to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of an Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter, the County and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the County or the District, respectively, until the date which is ninety (90) days following the Closing;

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

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the

District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(1) For purposes of this Purchase Contract, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the date of Closing, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the date of Closing.

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

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

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

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-23, with the District or the County with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

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

(a) Representations True. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Continuing Disclosure Certificate, and the Resolutions shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the County and the District shall perform or have performed all of their obligations required under or specified in the District Resolution, the County Resolution, this Purchase Contract or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. To the best knowledge of the County or the District, no decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or pending or threatened which has any of the effects described in Section 7(f) and 8(e) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected in the reasonable judgment of the Underwriter (evidenced by a written notice to the County and the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted by Congress, or passed by either House thereof, or favorably reported for passage thereto by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State, or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds;
or

(ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and

all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the State legislature, or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by a State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof, or

(3) (i) any outbreak or escalation of hostilities affecting the United States, the declaration by the United States of a national or international emergency or war, or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national emergency, or (ii) any other calamity or crisis relating to the effective operation of the government or the financial community in the United States, or (iii) a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading by the New York Stock Exchange, any national securities exchange, or any governmental authority securities exchange;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) there shall have occurred or any notice shall have been given of any intended, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to the outstanding indebtedness of the District;

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the

statements made therein, in the light of the circumstances under which they were made, not misleading;

(9) the suspension by the SEC of trading in the outstanding securities of the District or the County;

(10) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;

(11) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(12) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of *ad valorem* property taxes to pay principal of and interest on the Bonds; or

(13) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or,

(14) the occurrence of a material disruption in securities settlement payment or clearance services.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive sufficient copies of the following documents in each case dated as of the date of Closing and satisfactory in form and substance to the Underwriter:

(1) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the County and the District, in substantially the form set forth in the Preliminary Official Statement and the Official Statement as Appendix A;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the approving opinion described in Section 11 (e)(1) above [and that the Insurer (defined herein) can rely upon the opinion described in (e)(1) above relating to the Bonds];

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel, dated the date of Closing and addressed to the District, [and] the Underwriter, [and the Insurer,] substantially to the effect that:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS", [(excluding any and all information contained

under the subheading “- Bond Insurance”),] “LEGAL MATTERS – Continuing Disclosure – Current Undertaking” and “TAX MATTERS,” to the extent they purport to summarize certain provisions of the Bonds, the Resolutions, the Continuing Disclosure Certificate and the form and content of Bond Counsel’s approving opinion with respect to the treatment of interest on the Bonds under State or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to (i) any information contained in Appendices B, D, or E to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (ii) information with respect to The Depository Trust Company or its book-entry only system included therein, (iii) any CUSIP numbers or information relating thereto, (iv) the District’s compliance with its obligations to file annual reports or provide notice of the events described in Rule 15c2-12 promulgated under the Securities Act of 1934, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption “MISCELLANEOUS – Underwriting”; and (vi) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including but not limited to information under the caption “MISCELLANEOUS – Rating”; and

(ii) assuming due authorization, execution and delivery by all the parties thereto, the Continuing Disclosure Certificate and this Purchase Contract have each been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles, the exercise of judicial discretion in appropriate cases if equitable remedies are sought and the limitations on legal remedies against public agencies in the State; and

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

(4) Certificates. A certificate or certificates signed by appropriate officials of the County and the District to the effect that (i) such officials are authorized to execute this Purchase Contract, and with respect to the District, the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the County and the District herein are true and correct in all material respects as of the date of Closing, (iii) the County and the District have complied with all the terms of their respective Resolutions and this Purchase Contract to be complied with by the County and the District, respectively, prior to or concurrently with the Closing and, as to such respective entities, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that

the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the County Resolution, and (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in the light of the circumstances under which they were made not misleading; provided that the certificate provided by the County may exclude statements to the effect of (iv), (v) and (vi) above;

(5) Arbitrage. A nonarbitrage and tax certificate of the District with respect to the Bonds in form satisfactory to Bond Counsel;

(6) Ratings. Evidence satisfactory to the Underwriter that [(A) the Bonds shall have been rated “___” and “___” by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC and Moody’s Investors Service (“Moody’s”), respectively, based upon the issuance of the Policy (as defined herein) by the Insurer (as defined herein), and (B)] the Bonds have received underlying ratings of “___” by S&P and “___” by Moody’s (or such other equivalent ratings as such rating agencies may give), [(C)] and that any such ratings have not been revoked or downgraded;

(7) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Secretary to the District Board of Education to the effect that:

(i) such copies are true and correct copies of the District Resolution; and

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

(8) County Resolution. An originally executed copy of the adopted County Resolution or a certificate, together with fully executed copies of the County Resolution, of an authorized officer from Clerk of the County Board of Supervisors to the effect that:

(i) such copies are true and correct copies of the County Resolution; and

(ii) that the County Resolution was duly adopted;

(9) County Counsel Opinion. An opinion of Counsel to the County in substantially the form attached hereto as Appendix C;

(10) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(11) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto;

(12) Disclosure Counsel Assurance. A letter of Stradling Yocca Carlson & Rauth, dated the date of Closing and addressed to the District, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the County, Fieldman, Rolapp & Associates, as the District's municipal advisor, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel for the Bonds no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that Disclosure Counsel need not express any opinion with respect to (i) any information contained in Appendices B, D, or E to the Official Statement, (ii) financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, including in any of the appendices thereto, (iii) information with respect to DTC or its book-entry only system included therein, (iv) any CUSIP numbers or information relating thereto, (v) any information with respect to the Underwriter or underwriting matters with respect to the Bonds, including but not limited to information under the caption "MISCELLANEOUS - UNDERWRITING," and (vi) any information with respect to the ratings on the Bonds and the rating agencies referenced therein, including, but not limited to, information under the caption "MISCELLANEOUS - RATINGS");

(13) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations with respect to the Preliminary Official Statement in accordance with the Rule;

[(14) Bond Insurance. A policy of municipal bond insurance (the "Insurance Policy") from the Insurer, insuring the payment of principal of and interest on the Bonds; and

(i) a certificate of the Insurer dated the date of Closing in form and substance acceptable to the Underwriter regarding, among other matters, the due authorization, execution and validity of the bond insurance policy; and

(ii) an opinion of counsel to the Insurer, dated the date of Closing and addressed to the District and the Underwriter, to the effect that (i) the bond insurance policy is the legal, valid and binding obligation of the Insurer enforceable in accordance with its terms, and (ii) the statements in the Official Statement under the caption "THE BONDS – Bond Insurance" and "APPENDIX F" accurately reflect and fairly present the information purported to be shown therein.]

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

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as set forth in Section 6 hereof, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 15 hereof.

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

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

13. **Expenses.** (a) To the extent that the transactions contemplated by this Purchase Contract are consummated, the District shall pay (or cause to be paid) and the Underwriter shall be under no obligation to pay, costs of issuance of the Bonds from the proceeds thereof, including but not limited to the following (i) the cost of the preparation and reproduction of the Resolutions; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the fees of Fieldman, Rolapp & Associates, the District's municipal advisor, (iv) the cost of the preparation, printing and delivery of the Bonds; (v) the fees, if any, for bond ratings, including all necessary travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; (vi) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vii) the initial fees of the Paying Agent;

(viii) the initial fees of the Fiscal Agent, if any (ix) [bond insurance premium; and (x)] all other fees and expenses incident to the issuance and sale of the Bonds. The District hereby directs the Underwriter to wire, at the Closing a portion of the purchase price of the Bonds equal to \$ _____ to U.S. Bank National Association, as fiscal agent to the District, for the payment of costs of issuance with respect to the Bonds. In the event that following payment of the expenses set forth above, there is any portion remaining, such remaining amount shall be deposited into the Building Fund for the Bonds.

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, the fees of Underwriter's counsel, travel and other expenses (except those expressly provided above) without limitation.

(c) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

14. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the Treasurer-Tax Collector, Riverside County, 4080 Lemon St, Riverside, CA 92501, if to the District, to the Superintendent, Moreno Valley Unified School District, 25634 Alessandro Blvd. Moreno Valley, CA 92553, or if to the Underwriter, to Piper Jaffray & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, CA 90245, attention: Timothy Carty, Managing Director.

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

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

17. **Indemnification.** The District hereby agrees to indemnify, defend and hold harmless, to the extent permitted by law, the County and its officials and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of the Resolutions, or related to the proceedings for sale, award, issuance, and delivery of the Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

17. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State applicable to contracts made and performed in such State.

Very truly yours,

PIPER JAFFRAY & CO.

By: _____
Managing Director

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

RIVERSIDE COUNTY

Accepted:

By: _____
Treasurer-Tax Collector
Riverside County

Accepted at _____ p.m. California Time
This ___ day of ___, 2018

MORENO VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Dr. Martinrex Kedziora
Superintendent

Accepted at _____ p.m. California Time
This ___ day of ___, 2018

APPENDIX A

\$ _____
MORENO VALLEY UNIFIED SCHOOL DISTRICT
(Riverside County, California)
Election of 2014 General Obligation Bonds, Series B

\$ _____ Serial Bonds

<u>Maturity</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
------------------------------------	-----------------------------------	--------------------------------	--------------

\$ _____ - _____ % - Term Bond due August 1, 20____ - Yield _____ %⁽¹⁾
\$ _____ - _____ % - Term Bond due August 1, 20____ - Yield _____ %⁽¹⁾

⁽¹⁾ Yield to call at par on August 1, 20____.

Redemption

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

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

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

(1)

(1) Maturity.

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

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

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

(1)

(1) Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20__ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be

reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 of principal amount, in respect of the portion of such Term Bonds optionally redeemed.

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

§ _____
MORENO VALLEY UNIFIED SCHOOL DISTRICT
(Riverside County, California)
Election of 2014 General Obligation Bonds, Series B

The undersigned, on behalf of Piper Jaffray & Co. (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule I.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.

(b) As set forth in the Purchase Contract, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule I hereto as the "General Rule Maturities."

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule I hereto as the "Hold-the-Offering-Price Maturities."

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2018), or (ii) the date on which the members of the Underwriting

Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means Moreno Valley Unified School District.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2018.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER JAFFRAY & CO.

By: _____

Name: _____

Dated: _____, 2018

SCHEDULE I

**SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

General Rule Maturities

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
---------------------------------------	------------------------------------	---------------------------------	---------------------	---------------------

⁽¹⁾ Yield to call at par on August 1, 20__.

Hold-the-Offering-Price Maturities
(maturing August 1, 20__, 20__, 20__ and 20__)

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
---------------------------------------	------------------------------------	---------------------------------	---------------------	---------------------

⁽¹⁾ Yield to call at par on August 1, 20__.

SCHEDULE II

PROPOSED FINAL PRICING WIRE OR EQUIVALENT COMMUNICATION

APPENDIX C

OPINION OF COUNTY COUNSEL

**§ _____
MORENO VALLEY UNIFIED SCHOOL DISTRICT
(Riverside County, California)
Election of 2014 General Obligation Bonds, Series B**

Ladies and Gentlemen

This opinion is rendered as counsel to the County of Riverside (the "County") in connection with the issuance by the Moreno Valley Unified School District (the "District") of its Election of 2014 General Obligation Bonds, Series B in the aggregate principal amount of \$_____ (the "Bonds"). The Bonds are being issued pursuant to a resolution of the Board of Supervisors of the County adopted on August 28, 2018 (the "County Resolution"), at the request of the District made pursuant to a resolution adopted by the Board of Education of the District on August 7, 2018 (the "District Resolution").

In rendering this opinion, we have examined the County Resolution and such other documents, records and instruments and made such investigations of law and fact as we have deemed necessary to render the opinions expressed herein.

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

1. The County is a political subdivision duly organized and existing pursuant to the Constitution and the laws of the State of California.
2. The Resolution was duly adopted at a meeting of the governing body of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.
3. To my knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the County, which would adversely impact the County's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues for the Bonds or in any way contesting or affecting the validity of the Resolution or Bonds or the transactions described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the Resolution, the Purchase Contract or the Bonds or in which a final adverse decision could materially adversely affect the operations of the County.

4. To my knowledge, the obligations of the County under the Bonds and the execution and delivery of the Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any agreement or other instrument to which the County is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the County is subject.

Very truly yours,

DEPUTY COUNTY COUNSEL

EXHIBIT C
FORM OF BONDS

R-_____ \$ _____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE BOND RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

RIVERSIDE COUNTY

MORENO VALLEY UNIFIED SCHOOL DISTRICT

ELECTION OF 2014 GENERAL OBLIGATION BONDS, SERIES B

<u>INTEREST</u>	<u>MATURITY</u>	<u>DATED</u>	<u>CUSIP</u>
<u>RATE:</u>	<u>DATE:</u>	<u>DATE:</u>	
_____%	August 1,	_____	_____
	_____	___1, 2018	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Moreno Valley Unified School District (the "District") in Riverside County (the "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 of each year (the "Bond Payment Dates"), commencing February 1, 2019. Interest on this Bond shall be computed on the basis of a 360-day year of 12, 30-day months. 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 January 15, 2019, in which event it shall bear interest from the date of delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. 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, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by wire transfer 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 to the bank and account number on file at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date").

This bond is one of an authorization of \$ _____ of bonds approved to raise money for the purposes authorized by voters of the District at the Election, defined below; and to pay

all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the qualified electors of the District cast at an election held on November 4, 2014 (the "Election"), upon the question of issuing bonds in the amount of \$398,000,000 and resolutions of the Board of Education of the District adopted on August 7, 2018 and by the Board of Supervisors of the County on August 28, 2018 (collectively, the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are general obligations of the District 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 in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise \$ _____ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the "Bonds").

This bond is exchangeable and transferable for bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent, 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 Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District 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 nor the Paying Agent shall be affected by any notice to the contrary.

None of the District, the County nor the Paying Agent will be required to (a) issue or transfer any bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and

ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any bond which has been selected or called for redemption in whole or in part.

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

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

Redemption Date

(August 1)

Principal Amount

Total

(1) Final 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 District in such manner as the District in its discretion may determine; provided,

however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in any order of maturity directed by the District or, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as 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 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 Bond 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 Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Bond to be executed on behalf of the District, by the facsimile signatures of the Chairman of the Board of Supervisors of the County and the Treasurer-Tax Collector of the County, and to be

countersigned by the facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

Chairman of the Board of Supervisors

COUNTERSIGNED:

Clerk of the Board of Supervisors

Treasurer-Tax Collector of Riverside County

(FORM OF CERTIFICATE OF AUTHENTICATION)

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2018.

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By: ___

Authorized Representative

(FORM OF LEGAL OPINION)

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

Clerk of the Board of Supervisors of Riverside County

(FORM OF STATEMENT OF INSURANCE)

(FORM OF ASSIGNMENT)

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

(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

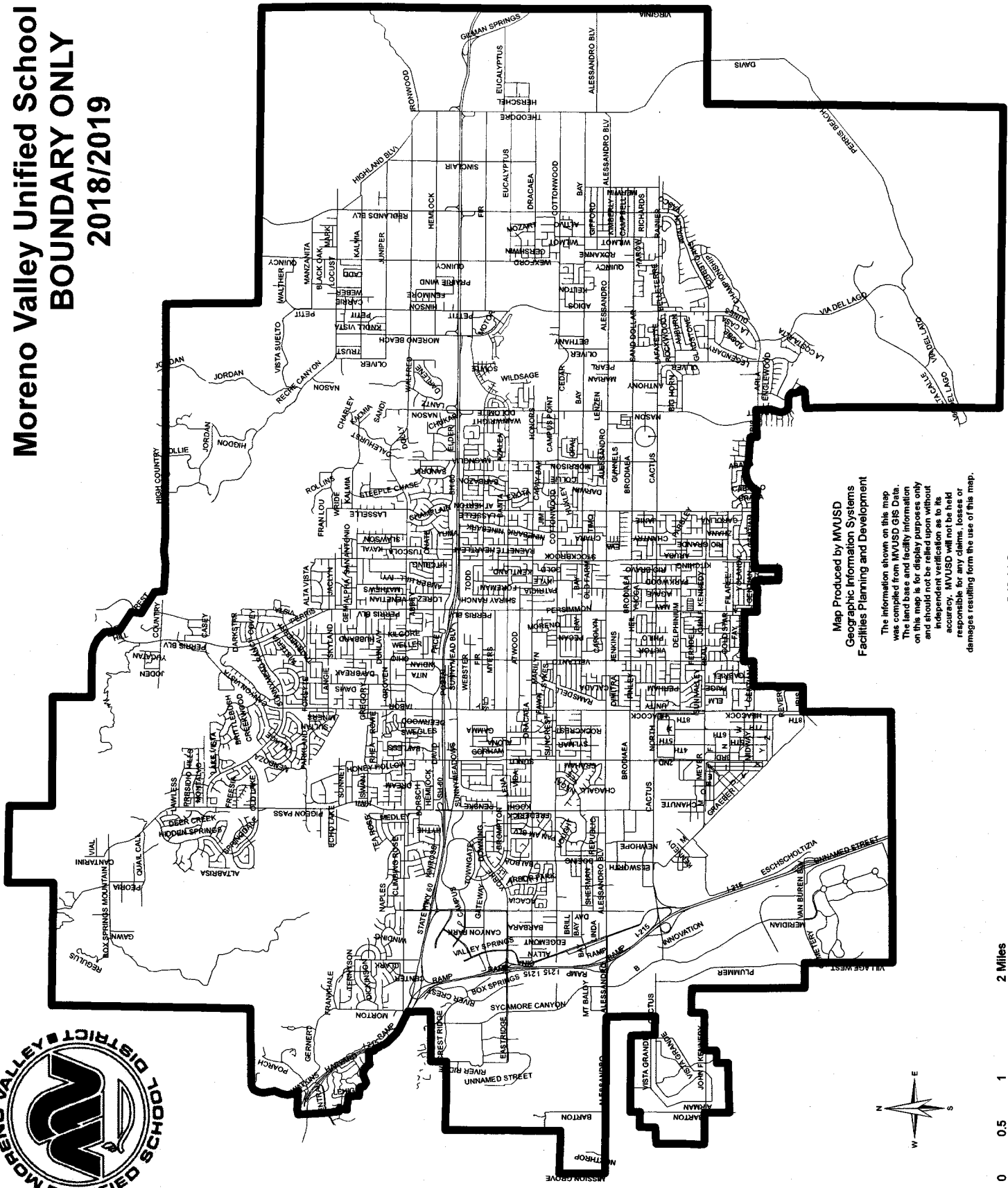
Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

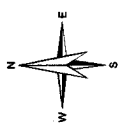
Note: The signature(s) on this Assignment must correspond with the names as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Moreno Valley Unified School District BOUNDARY ONLY 2018/2019



**Map Produced by MVUSD
Geographic Information Systems
Facilities Planning and Development**

The information shown on this map was compiled from MVUSD GIS Data. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. MVUSD will not be held responsible for any claims, losses or damages resulting from the use of this map.



8/9/18

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" herein with respect to tax consequences relating to the Bonds.

\$56,000,000*

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
(Riverside County, California)
Election of 2014 General Obligation Bonds, Series B**

Dated: Date _____ **of** _____ **Delivery** _____
Due: August 1, as shown on the inside cover

This cover page contains information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page and not otherwise defined shall have the meanings set forth herein.

The Moreno Valley Unified School District (Riverside County, California) Election of 2014 General Obligation Bonds, Series B (the "Bonds") were authorized at an election of the registered voters of the Moreno Valley Unified School District (the "District") held on November 4, 2014, at which the requisite 55% or more of the persons voting on the proposition voted to authorize the issuance and sale of \$398,000,000 aggregate principal amount of general obligation bonds of the District. The Bonds are being issued to (i) finance the repair, upgrading, acquisition, construction and equipping of certain District property and facilities, and (ii) pay the costs of issuing the Bonds.

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of Riverside County is empowered and obligated to annually levy *ad valorem* property taxes for the payment of the principal of and interest on the Bonds upon all property subject to taxation within the District without limitation of rate or amount (except as to certain personal property which is taxable at limited rates).

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (collectively referred herein as "DTC"). Purchasers of the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interest in the Bonds, but will instead receive credit balances on the books of their respective nominees. See "THE BONDS – Book-Entry Only System" herein.

The Bonds will be issued as current interest bonds. Interest on the Bonds accrues from the date of delivery of the Bonds (the "Date of Delivery"), and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2019.

Payments of principal of and interest on the Bonds will be made by U.S. Bank National Association, as the designated Paying Agent, Bond Registrar and Transfer Agent (the "Paying Agent") to DTC for subsequent disbursement to DTC Participants (defined herein) who will remit such payments to the Beneficial Owners of the Bonds. See "THE BONDS – Book-Entry Only System" herein.

The Bonds are subject to optional redemption and mandatory sinking fund redemption prior to their stated maturity dates as described herein.*

Maturity Schedule*
(See inside front cover)

*The Bonds are offered when, as and if issued, subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel and Disclosure Counsel to the District. Certain matters will be passed on for the Underwriter by _____, California. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of Cede & Co., as nominee of The Depository Trust Company, in New York, New York, on or about _____, 2018.**

Piper Jaffray & Co.

* Preliminary, subject to change.

MATURITY SCHEDULE

\$56,000,000*
MORENO VALLEY UNIFIED SCHOOL DISTRICT
(Riverside County, California)
Election of 2014 General Obligation Bonds, Series B

Base CUSIP⁽¹⁾: 616871

\$ _____ Serial Bonds

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP⁽¹⁾</u>
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\$ _____ - ____% Term Bonds, due August 1, 20__, Yield ____%; CUSIP⁽¹⁾: _____

* Preliminary, subject to change.

⁽¹⁾ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the Underwriter nor the District is responsible for the selection or correctness of the CUSIP numbers set forth herein.

This Official Statement does not constitute an offering of any security other than the original offering of the Bonds of the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, for the issuance and sale of municipal securities. The Bonds are not registered under the securities laws of any state. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Certain information set forth herein, other than that provided by the District, has been obtained from sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced in this Official Statement, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

"The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN SECURITIES DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

The District maintains a website. However, the information presented on such website is not part of this Official Statement, is not incorporated herein by any reference, and should not be relied upon in making an investment decision with respect to the Bonds.

MORENO VALLEY UNIFIED SCHOOL DISTRICT

Board of Education

Susan Smith, *President*
Jesús M. Holguín, *Vice President*
Cleveland Johnson, *Clerk*
Gary Baugh, Ed. S., *Member*
Evan Morgan, *Member*

District Administration

Dr. Martinrex Kedziora, *Superintendent*
Tina Daigneault, *Chief Business Official*

PROFESSIONAL SERVICES

Bond and Disclosure Counsel

Stradling Yocca Carlson & Rauth,
a Professional Corporation
San Francisco, California

Financial Advisor

Fieldman, Rolapp & Associates, Inc.
Irvine, California

Paying Agent, Registrar and Transfer Agent

U.S. Bank National Association
Los Angeles, California