COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012
TELEPHONE: (213) 974-2101 FAX: (213) 626-1812

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

September 9, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ISSUANCE AND SALE OF
LONG BEACH UNIFIED SCHOOL DISTRICT
2008 CAPITAL PROJECT NOTES
(FOURTH DISTRICT) (3 VOTES)

SUBJECT

The governing board of the Long Beach Unified School District (the "District") has requested that the County issue short-term Capital Project Notes (the "Notes") on its behalf in an aggregate principal amount not to exceed $50,000,000.

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the resolution authorizing the issuance and sale of the Long Beach Unified School District (Los Angeles County, California) 2008 Capital Project Notes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The governing board of the District adopted a resolution on August 19, 2008 and determined that the District needs to borrow funds in an aggregate principal amount not to exceed $50,000,000 to be used for authorized purposes.

Pursuant to Section 53850 et seq. of the Government Code, school districts organized and existing under the laws of the State of California are authorized to borrow money through the issuance of short-term notes. The Notes shall be issued in the name and on behalf of the District by the Board of Supervisors of the County following receipt of the District's resolution requesting such borrowing.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal #3: Organizational Effectiveness through collaborative actions among County departments and other governmental jurisdictions. It supports the Strategic Plan Goal #4: Fiscal Responsibility by providing investment in public school infrastructure within the County.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Notes are a short-term borrowing option authorized pursuant to the same Government Code statutes that allow districts to issue Tax and Revenue Anticipation Notes (TRANs). The proceeds from the sale of the Notes will be used by the District to prepay its Variable Rate Demand Certificates of Participation (2001 Capital Improvement Refinancing Project). The principal of and interest on the Notes shall be payable from any taxes, income, revenue, and other moneys received by the District during or attributable to Fiscal Year 2008-09.

The resolution provides for the issuance of the Notes at an interest rate not to exceed the maximum rate permitted by law with a final maturity date of June 30, 2009. The Notes will not be subject to optional redemption prior to the maturity date.

The District is recommending a negotiated sale of the Notes to the underwriter, with participation by the Treasurer and Tax Collector in pricing the Notes. The District has selected Piper Jaffray & Co. as underwriter, and the firm of Stradling Yocca Carlson & Rauth as bond counsel. The District will appoint U.S. Bank National Association as paying agent.

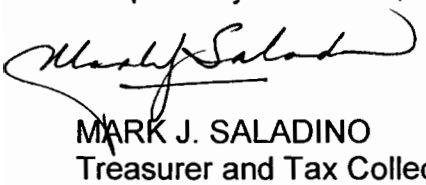
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Upon approval, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted resolution to the Treasurer and Tax Collector (Office of Public Finance).

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:GB:DB:JP:SM
ad:doc/Long Beach USD 2008 Notes_Board Letter_082608

Attachments (3)

c: Chief Executive Officer
Auditor-Controller
County Counsel
Long Beach Unified School District
Los Angeles County Office of Education
Stradling Yocca Carlson & Rauth

RESOLUTION OF THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL PROJECT NOTES ON BEHALF OF THE LONG BEACH UNIFIED SCHOOL DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT-TO-EXCEED $50,000,000, AND AUTHORIZING PROCEEDINGS RELATING TO THE ISSUANCE AND SALE OF SUCH NOTES

WHEREAS, school districts organized and existing under the laws of the State of California are authorized by Article 7.6 (commencing with Section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Law") to borrow money by the issuance of notes, the proceeds of which may be used and expended for any purpose for which the school district is authorized to spend moneys, including the discharge of indebtedness of such school district; and

WHEREAS, under the Law, such notes shall be issued in the name and on behalf of such school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over such school district, as soon as possible following receipt of a resolution of the governing board of such school district requesting such borrowing; and

WHEREAS, on November 29, 2001, the Long Beach Unified School District (the "District") executed and delivered its Variable Rate Demand Certificates of Participation (2001 Capital Improvement Refinancing Project) (the "Certificates"); and

WHEREAS, the District now desires to provide funds to prepay the Certificates through the issuance and sale of the Notes described herein; and

WHEREAS, on August 19, 2008, the District adopted a resolution (the "District Resolution") requesting the Board of Supervisors of Los Angeles County (the "Board") to borrow funds on behalf of the District in the amount of not-to-exceed $50,000,000 through the issuance of notes under the Law (the "Notes") to be secured by the unrestricted moneys of the District for the fiscal year of 2008-09, the proceeds of which will be used to prepay the Certificates;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FOLLOWS:

Section 1. Recitals True and Correct. All of the recitals herein set forth are true and correct and the Board so finds and determines.

Section 2. Approval of District's Request. The Board hereby approves the request of the District for the Board to issue the Notes in the name of the District.

Section 3. Limitation on Maximum Amount. The principal amount of the Notes, when added to the interest payable thereon and when added to the principal and interest payable on other notes of the District authorized under the Law and issued with respect to fiscal year 2008-2009, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, revenue and other moneys of the District for the general fund thereof attributable to fiscal year 2008-2009, and available for the payment of the Notes and the interest thereon.

Section 4. Authorization and Terms of Notes. For the purpose of providing funds to prepay the Certificates, the Board hereby determines to and shall borrow the aggregate principal sum of not-to-

exceed Fifty Million Dollars ($50,000,000) in the name of the District. Such borrowing shall be by the issuance of the Notes under the Law, designated as the "Long Beach Unified School District (County of Los Angeles, California) Capital Project Notes." The Notes shall be dated as of the date of issuance, shall mature on June 30, 2009 and shall bear interest from their date, payable at maturity and computed on a 30-day month/360-day year basis, at the rate determined in connection with the sale of the Notes. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America, and shall be payable at maturity.

Section 5. Redemption. The Notes shall not be subject to optional redemption prior to maturity.

Section 6. Form of Notes; Book Entry Only System. The Notes shall be issued in fully registered form, without coupons, and shall be substantially in the form and substance set forth in Appendix A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes shall be numbered from 1 consecutively upward, shall be in the denomination of $5,000 each or any integral multiple thereof.

"CUSIP" identification numbers shall be imprinted on the Notes, but such numbers shall not constitute a part of the contract evidenced by the Notes and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Notes. In addition, failure to use such CUSIP numbers in any notice to registered owners of the Notes shall not constitute an event of default or any violation of the contract with such registered owners and shall not impair the effectiveness of any such notice.

Except as provided below, the owner of all of the Notes shall be The Depository Trust Company, New York, New York ("DTC"), and the Notes shall be registered in the name of Cede & Co., as nominee for DTC. The Notes shall be initially executed and delivered in the form of a single fully registered Note in the full aggregate principal amount of the Notes. The County may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for all purposes of this Resolution, and the County shall not be affected by any notice to the contrary. The County shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Notes under or through DTC or a Participant, or any other person which is not shown on the register of the Paying Agent as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any Participant of any amount in respect of the principal or interest with respect to the Notes. U.S. Bank National Association, as paying agent (the "Paying Agent"), shall pay all principal and interest with respect to the Notes only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Paying Agent's obligations with respect to the principal and interest with respect to the Notes to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Note. Upon delivery by DTC to the County of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the Paying Agent determines that it is in the best interest of the beneficial owners that they be able to obtain Notes and delivers a written certificate to DTC to that effect. DTC shall notify the Participants of the availability through DTC of Notes. In such event, the Paying Agent shall issue, transfer and exchange Notes as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Paying Agent and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Paying Agent shall be obligated to deliver Notes as described in this Resolution, at the District's expense. Whenever DTC requests the Paying Agent to do so, the Paying Agent will cooperate with DTC in taking appropriate action after

reasonable notice to (a) make available one or more separate Notes evidencing the Notes to any DTC Participant having Notes credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Notes.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to DTC as provided in the representation letter delivered on the date of issuance of the Notes.

Section 7. Use of Proceeds. The proceeds from the sale of the Notes will be deposited with the Paying Agent and applied in accordance with the terms of a Paying Agent Agreement, by and between the District and the Paying Agent (the "Paying Agent Agreement"). A portion of the proceeds shall be deposited in Lease Payment Fund for the 2001 Certificates maintained by U.S. Bank National Association, acting as trustee for the 2001 Certificates (the "Certificates Trustee"), and such proceeds shall be used and expended by the District for the purpose of prepaying the 2001 Certificates. Pending such disbursement, the proceeds of the Notes will be held and invested by the Certificates Trustee pursuant to conditions set forth in the Trust Agreement for the 2001 Certificates.

Section 8. Security. The District Resolution states that the principal of and interest on the Notes will be paid from the following sources in the following order of priority: (a) from the sale of general obligation bonds of the District, (b) from the proceeds of the sale of certificates of participation or other long-term obligations of the District, and (c) from the proceeds of another issue of short-term notes issued on behalf of the District under the Law.

Notwithstanding the foregoing, in accordance with the Law, the Notes are general obligations of the District and shall be payable from any taxes, income, revenue and other moneys intended as receipts for the general fund of the District for the fiscal year ending June 30, 2009 and which are generally available for the payment of current expenses and other obligations of the District, or from any other source of legally available funds of the District.

Section 9. Repayment Fund. There is hereby created a special fund to be held on behalf of the District by the Paying Agent, to be designated as the "Long Beach Unified School District 2008 Capital Project Notes Repayment Fund" (the "Repayment Fund"), which shall be applied as set forth in this Resolution and in the Paying Agent Agreement. Any money placed in the Repayment Fund shall be for the benefit of the registered owners of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied solely for the purposes for which the Repayment Fund is created.

The District shall transfer to the Paying Agent by June 22, 2009 amounts sufficient to pay the principal and interest due on the Notes as of June 30, 2009. The Paying Agent shall deposit in the Repayment Fund all amounts transferred to the Paying Agent by the District for payment of the principal of and interest on the Notes under Section 8. Upon presentation and surrender of the Notes on the date of maturity thereof, the Paying Agent shall transfer to DTC the moneys in the Repayment Fund necessary to pay the principal of and interest on the Notes at maturity and, to the extent said moneys are insufficient therefor, an amount of moneys from the District's general fund which will enable payment of the full principal of and interest on the Notes at maturity. Any moneys remaining in the Repayment Fund after the Notes and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Section 10. Deposit and Investment of Repayment Fund. Subject to federal tax restrictions, moneys in the Repayment Fund shall, to the greatest extent possible, be invested in any lawful investment permitted by Sections 16429.1 and 53601 of the Government Code of the State of California (the "Government Code") or in shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code or in the Local Agency Investment Fund managed by the California State Treasurer. For purposes of such investment, amounts on deposit in the Repayment Fund may be commingled with any other funds held by the Paying Agent.

Section 11. Execution of Notes. The Notes shall be executed by the manual or facsimile signature of the Chair of the Board of Supervisors, and the Treasurer and Tax Collector (the "Treasurer") and countersigned by the manual or facsimile signature of the Executive Officer-Clerk of the Board of Supervisors. The facsimile signatures of the Chair, Treasurer, and the Executive Officer-Clerk of the Board of Supervisors may be printed, lithographed, engraved, or otherwise mechanically reproduced. The Paying Agent shall manually authenticate each Note in the space provided, and no Note shall be valid or obligatory for any purpose until so authenticated.

Section 12. Note Registration; Transfers. As provided in Section 6, the Notes will be delivered in a form and with such terms as will permit them to be in book-entry only form, immobilized with DTC. If the book-entry only system is no longer in effect, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of certificated Notes as provided in this Section (the "Note Register"). While the book-entry only system is in effect, such books need not be kept, as the Notes will be represented by one Note for each maturity registered in the name of Cede & Co., as nominee for DTC.

The person in whose name a Note is registered on the Note Register shall be regarded as the absolute owner of that Note for all purposes of this Resolution (an "Owner"). Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of the Owner thereof; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Notes, including interest, to the extent of the amount or amounts so paid.

Section 13. Transfer and Exchange of Notes. Any Note may, in accordance with its terms, be transferred upon the Note Register, by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Note for cancellation at the office of the Paying Agent accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed, and at the District's expense. Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Notes of authorized denominations and of the same maturity. The provisions of this Section 13 apply only in the event the District determines to no longer maintain the book entry only status of the Notes, or if DTC determines to discontinue providing such services and no successor securities depository is named, or if DTC requests the District to deliver certificates to particular DTC Participants. Whenever any Note or Notes is surrendered for transfer, there shall be executed and delivered a new Note or Notes, for like aggregate principal amount.

Section 14. Paying Agent.

(a) Appointment of Paying Agent. The District has appointed U.S. Bank National Association as Paying Agent for the Notes, and the County hereby consents to such appointment. In such capacity, U.S. Bank National Association shall act as paying agent, note registrar, transfer agent, registration agent and authentication agent for the Notes. The Paying Agent undertakes to perform such

duties, and only such duties, as are specifically set forth in this Resolution and the Paying Agent Agreement, and even during the continuance of an event of default with respect to the Notes, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Note Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

(b) Paying Agent May Hold Notes. The Paying Agent may become the owner of any of the Notes in its own, or any other capacity with the same rights it would have if it were not Paying Agent.

(c) Liability of Agents. The recitals of facts, covenants and agreements herein and in the Notes contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Notes, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(d) Notice to Paying Agent. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the

proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(e) Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

Section 15. Approval of Purchase Agreement. In accordance with the request of the District, the Notes will be sold at negotiated sale by the Treasurer pursuant to the terms and conditions set forth in the Purchase Agreement (the "Purchase Agreement") by and among the County, the District and Piper Jaffray & Co., as underwriter (the "Underwriter"), substantially in the form on file with the Executive Officer-Clerk of the Board of Supervisors and incorporated by reference herein. The form of the Purchase Agreement is hereby approved and the Treasurer, or any designee thereof, is hereby authorized to execute and deliver the Purchase Agreement, and the Superintendent or the Chief Business and Financial Officer of the District, or other authorized representative thereof (each an "Authorized Officer") and the Underwriter, are hereby requested to execute the Purchase Agreement with such changes therein, deletions therefrom and modifications thereto as the Treasurer, or designee thereof, an Authorized Officer and the Underwriter may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the maximum interest on the Notes shall not exceed that authorized by law, and the Underwriter's discount may not exceed .025% of the aggregate principal or issue amount of Notes sold thereunder. The Treasurer, or designee thereof, is further authorized to modify redemption terms and to enter into and execute the Purchase Agreement if the conditions set forth in this Resolution are met.

Section 16. Official Statement. The District has approved a form of Preliminary Official Statement and Official Statement relating to the Notes to be used in connection with the offering and sale of the Notes in such time and manner as to conform with the requirements of Rule 15c2 12 of the Securities and Exchange Commission. The District has further authorized the Underwriter to distribute copies of the Preliminary Official Statement and the Official Statement to persons who may be interested in the purchase of the Notes and deliver copies of any final Official Statement to the purchasers of the Notes.

Section 17. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Notes or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Notes shall be payable solely from the moneys of the District available therefor as set forth in Section 7.

Section 18. Approval of Actions. County officials and staff, including the Treasurer or his designee, 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 and sale of the Notes and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officials and staff are hereby ratified, confirmed and approved.

Section 19. Furnishing of Clerk Certification. The Executive Officer-Clerk of the Board of Supervisors is hereby authorized to furnish at least one certified copy of this Resolution to Stradling Yocca Carlson & Rauth, A Professional Corporation, Bond Counsel, at or prior to closing.

Section 20. Effective Date. This Resolution shall take effect immediately upon its passage.

The foregoing resolution was on the 9th day of September, 2008, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

SACHI A. HAMAI,
Executive Officer-Clerk of the Board of
Supervisors of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Principal Deputy County Counsel

DOCSSF/69555v3/022000-0001

APPENDIX A

LONG BEACH UNIFIED SCHOOL DISTRICT
(Los Angeles County, California)

CAPITAL PROJECT NOTE

INTEREST RATE	MATURITY RATE	ISSUE DATE:	CUSIP:
	June 30, 2009		

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS ($_____)

The LONG BEACH UNIFIED SCHOOL DISTRICT, County of Los Angeles, State of California (the "District"), acknowledges itself indebted, and promises to pay, to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above, the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money at the rate per annum stated above, payable on the Maturity Date stated above, calculated on the basis of 360-day year composed of twelve 30-day months. Both the principal of and interest on this Note shall be payable at maturity to the Owner.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _____ Million Dollars ($_____), all of like tenor, issued under the provisions of resolutions of the Board of Education of the District, duly passed and adopted on August __, 2008 (the "District Resolution"), of the Board of Supervisors of the County of Los Angeles duly passed and adopted on _____, 2008 (the "County Resolution," and together with the District Resolution, the "Resolutions"), and under Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, of the California Government Code (the "Law"), and that all things, conditions and acts required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from (a) from the sale of general obligation bonds of the District, (b) from the proceeds of the sale of certificates of participation or other long-term obligations of the District, and (c) from the proceeds of another issue of short-term notes issued on behalf of the District under the Law. To the extent not paid from such sources, the Notes are payable from the proceeds of other long-term financing provided by the District, from another issue of short-term notes, or from any taxes, income, revenue and other moneys intended as receipts for the general fund of the District for the fiscal year ending June 30, 2009 and which are generally available for the payment of current expenses and other obligations of the District.

The Notes are issuable as fully registered Notes, without coupons, in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and conditions as provided in the Resolutions, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations and of the same maturity.

The Notes are not subject to redemption prior to maturity.

This Note is transferable by the Owner hereof, but only under the circumstances, in the manner and subject to the limitations provided in the Resolutions. Upon registration of such transfer a new Note or Notes, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The County may treat the Owner hereof as the absolute owner hereof for all purposes, and the Board shall not be affected by any notice to the contrary.

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

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the County of Los Angeles, California, has caused this Note to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the Chair of the Board of Supervisors of the County and the Treasurer and Tax Collector of the County, and to be countersigned by the manual or facsimile signature of the Executive Officer-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.

COUNTY OF LOS ANGELES, CALIFORNIA

By _____
Chair of the Board of Supervisors

By _____
Treasurer and Tax Collector

COUNTERSIGNED:

By _____
Executive Officer-Clerk of the
Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the County Resolution referred to herein which has been authenticated and registered on _____, 2008.

By: U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent

By: _____
Authorized Signatory

$_____

LONG BEACH UNIFIED SCHOOL DISTRICT
2008 CAPITAL PROJECT NOTES

NOTE PURCHASE AGREEMENT

_____, 2008

County of Los Angeles
Treasurer and Tax Collector
500 W. Temple Street, Room 437
Los Angeles, CA 90012

Long Beach Unified School
District
1515 Hughes Way
Long Beach, California 90801

Ladies and Gentlemen:

The undersigned, on behalf of Piper Jaffray & Co. (the "Underwriter"), offers to enter into this Note Purchase Agreement (this "Purchase Agreement") with the County of Los Angeles, California (the "County") and the Long Beach Unified School District (the "District"), which, upon acceptance hereof by the District and the County, will be binding upon the District and the Underwriter. By execution of this Purchase Agreement, the County acknowledges its terms and recognizes that it will be bound by certain of the provisions hereof, and to the extent binding on the County acknowledges and agrees to such terms. This offer is made subject to the written acceptance of this Purchase Agreement by the County and the District and delivery of such acceptance to us at our office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Notes**. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of $_____ in aggregate principal amount of the District's 2008 Capital Project Notes (the "Notes"). The purchase price of the Notes shall be $_____ (being equal to the aggregate principal amount of the Notes of $_____, plus reoffering premium of $_____, less an Underwriter's discount of $_____ and less $_____ retained by the Underwriter to pay costs of issuance and sale of the Notes). The Notes shall bear interest at the rate of ____% per annum, and shall mature on June 30, 2009.

2. **The Notes**. The Notes shall be dated the date of delivery and shall otherwise be as described in the Official Statement (defined herein), and shall be issued and secured under, the provisions of the Resolution of the District (the "District Resolution") adopted on August 19, 2008, the Resolution of the Board of Supervisors of the County adopted on _____, 2008 (the "County Resolution" and collectively with the District Resolution, the "Resolutions"), and Article 7.6 (commencing with Section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act").

3. **Use of Documents**. The District and the County hereby authorize the Underwriter to use, in connection with the offer and sale of the Notes, this Purchase Agreement,

the Official Statement (defined below), the Resolutions, and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

4. **Public Offering of the Notes**. The Underwriter agrees to make a bona fide public offering of all the Notes at the initial public offering price or yield to be set forth on the cover page of the Official Statement. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Notes.

5. **Review of Official Statement**. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Notes, dated _____, 2008 (the "Preliminary Official Statement"). The District represents that it deems the Preliminary Official Statement to be final, except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Notes which depend upon the foregoing as provided in and under Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

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

6. **Closing**. At 8:00 a.m., California Time, on _____, 2008, or at such other time or on such other date as is 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 Notes in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and in the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, 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 or upon the order of the District.

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

(a) Due Organization. The District is a public instrumentality duly organized and validly existing under the laws of the State of California, with the power to cause the County to issue the Notes under the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, to adopt the District Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the District Resolution; (iii) the execution and delivery or adoption of and the performance by the District of the obligations contained in the Notes, the District Resolution, and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at

the time of the Closing; (iv) this Purchase Agreement constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

(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 Notes or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

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

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

(f) Litigation. As of the time of acceptance hereof 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 title 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 Notes, the application of the proceeds of the sale of the Notes, or the collection of revenues or assets of the District pledged or to be pledged or available to pay the principal of and interest on the Notes, or the pledge thereof, or affecting the validity or enforceability of the Notes, this Purchase Agreement or the Resolutions or contesting the powers of the District or the Resolutions or this Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Resolutions, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Notes from gross income for federal income tax purposes and the exemption of such interest from California 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 directly, nor the County on behalf of the District, will have issued in the name and on behalf of the District any notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) Tax Certificate. The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a Note issuer whose Tax Certificates may not be relied upon.

(i) Certificates. Except as specifically provided, 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.

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

(a) Due Organization. The County is a political subdivision duly organized and validly existing under the laws of the State of California, with the power to issue the Notes under 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 Notes; (ii) the County has full legal right, power and authority to enter into this Purchase Agreement, to adopt the County Resolution, to issue and deliver the Notes 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 Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of the obligations contained in the Notes, the County Resolution and this Purchase Agreement 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 thereto this Purchase Agreement constitutes a valid and legally binding obligation of the County; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby. The County gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

(d) No Conflicts. To the best knowledge of the County, the issuance of the Notes, the execution, delivery and performance of this Purchase Agreement, the County Resolution and the Notes, and the compliance with the provisions hereof, do not conflict with or constitute on the part of the County a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution, and do not conflict with or result in a violation or breach of, or constitute a material 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) Certificates. Except as specifically provided, any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

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

(a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the Municipal Securities Rulemaking Board (the "MSRB");

(b) All reports required to be submitted to the MSRB under Rule G-37 have been and will be submitted to the MSRB;

(c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the Issuer's Municipal Financing Consultant, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement; and

(d) The Underwriter agrees to provide to the District and to the County written notice of the commencement of the period specified in Section 10(d) hereof.

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

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

(b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter, 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 called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Notes;

(c) 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 until the date which is 90 days following the Closing;

(d) Amendments to Official Statement. For a period of 90 days after the end of the Closing, the District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by the Underwriter; and if any event relating to or affecting the District shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, the Underwriter shall forthwith prepare and furnish (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact necessary in order to

make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading;

If between the date of this Purchase Agreement and that date which is 25 days after the Closing, any event known to the District occurs affecting the District which might adversely affect the marketability of the Notes or the market prices thereof, or cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if in the reasonable opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will assist in supplementing or amending the Official Statement in a form and in a manner approved by the Underwriter; and

(e) Application of Proceeds. The District will apply the proceeds from the sale of the Notes for the purposes specified in the District Resolution.

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

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

(a) Representations True. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing 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 Agreement;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the District Resolution and the County Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Act which, in the opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, Bond Counsel ("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 Agreement or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, pending or

threatened which has any of the effects described in Section 7(f) 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 or the ability of the Underwriter to enforce contracts for the sale of the Notes, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or 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 Notes; or

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

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

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

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

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes, or the issuance, offering or sale of the Notes, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

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

(7) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official

Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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

(1) Legal Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Notes, dated the date of the Closing, addressed to the County and the District; a reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described above;

(2) Certificates of the District. A certificate signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the District Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (v) the Notes being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution;

(3) Certificate of the County. A certificate signed by appropriate officials of the County to the effect that (i) such officials are authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing, (iii) the County has complied with all the terms of the County Resolution and this Purchase Agreement to be complied with by the County prior to or concurrently with the Closing and such documents are in full force and effect, (iv) the Notes being delivered on the date of Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the County Resolution;

(4) Arbitrage. A non-arbitrage certificate of the District in form satisfactory to Bond Counsel;

(5) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Clerk of 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;

(6) County Resolution. A certificate, together with fully executed copies of the County Resolution, of the Executive Officer-Clerk of the County Board of Supervisors to the effect that:

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

(ii) the County Resolution was duly adopted 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.

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

(8) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) 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, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) 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 Notes shall not have been delivered by the District to the Underwriter prior to 10:00 a.m., California Time, on _____, 2008, then the obligation to purchase Notes 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 14 hereof.

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

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

14. **Expenses**. To the extent the amount of premium generated is not sufficient in amount to pay such expenses, the District shall pay any expenses incident to the performance of its obligations including, but not limited to the following: (i) the cost of the preparation and reproduction of the Resolutions; (ii) the fees and disbursements of the District's Bond Counsel; (iii) the cost of the preparation, printing and delivery of the Notes; (iv) rating fees, if any; (v) the cost of the printing and distribution of the Official Statement; (vi) the initial fees of the Paying

Agent; and (vii) all other fees and expenses incident to the issuance and sale of the Notes. Amounts remaining after payment of expenses shall be applied under the County Resolution. All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Notes) and other expenses (except as provided above), shall be paid by the Underwriter.

15. **Notices**. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the Treasurer and Tax Collector of the County of Los Angeles, 500 West Temple Street, Room 437, Los Angeles, California 90012; if to the District, to the Superintendent (or Superintendent's designee), Long Beach Unified School District, 1515 Hughes Way, Long Beach, California, 90801, or if to the Underwriter, to 1235 Hermosa Avenue, Suite 300, Hermosa Beach, California 90254, Attention: Timothy Carty.

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

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

18. **Nonassignment**. No party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

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

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

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

Very truly yours,

PIPER JAFFRAY & CO.

By: _____
Authorized Officer

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

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Principal Deputy County Counsel

LONG BEACH UNIFIED SCHOOL DISTRICT

By: _____
Chief Business and Financial Officer

long beach unified school district

BOARD ACTION
8/19/08 RE

BOARD OF EDUCATION
LONG BEACH UNIFIED SCHOOL DISTRICT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

RESOLUTION NO. 081908-B

A RESOLUTION OF THE GOVERNING BOARD OF EDUCATION OF THE LONG BEACH UNIFIED SCHOOL DISTRICT REQUESTING THE COUNTY OF LOS ANGELES TO AUTHORIZE THE ISSUANCE AND SALE OF CAPITAL PROJECT NOTES IN THE PRINCIPAL AMOUNT OF NOT-TO-EXCEED $50,000,000 AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, school districts organized and existing under the laws of the State of California are authorized by Article 7.6 (commencing with Section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Law") to borrow money by the issuance of notes, the proceeds of which may be used and expended for any purpose for which the school district is authorized to spend moneys, including the discharge of indebtedness of such school district; and

WHEREAS, under the Law, such notes shall be issued in the name and on behalf of such school district by the Board of Supervisors of the County, the County Superintendent of which has jurisdiction over such school district, as soon as possible following receipt of a resolution of the governing board of such school district requesting such borrowing; and

WHEREAS, on November 29, 2001, the Long Beach Unified School District (the "District") executed and delivered its Variable Rate Demand Certificates of Participation (2001 Capital Facilities Refinancing Project) (the "Certificates"); and

WHEREAS, in order to provide funds to refinance the Certificates, the District wishes at this time to borrow funds in the amount of not-to-exceed $50,000,000 under the Law, to be secured by the available unrestricted moneys of the District for the fiscal year in which the notes are issued, and the Board of Education wishes to take formal action at this time requesting the Board of Supervisors of Los Angeles County to authorize the issuance and sale of such notes;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Long Beach Unified School District the following:

Section 1. Request. The Board of Supervisors of Los Angeles County (the "County") is hereby requested to issue capital project notes in the name and on behalf of the District in the principal amount of not-to-exceed $50,000,000 (the "Notes"), under the Law, for the purpose of providing funds for the refinancing of the Certificates. The Notes shall be issued pursuant to a resolution (the "Issuance Resolution") to be adopted by the Board of Supervisors of the County.

Section 2. Limitation on Maximum Amount. The principal amount of Notes, when added to the interest payable thereon and when added to the principal and interest payable on other notes of the District authorized under the Law and issued with respect to fiscal year 2008-2009, will not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, revenue and other moneys of the District for the general fund of the District attributable to fiscal year 2008-2009, and available for the payment of the Notes and the interest thereon.

Section 3. Security for Notes. It is the intention of the District that the principal of and interest on the Notes will paid from the following sources in the following order of priority: (a) proceeds from the sale of general obligation bonds of the District, (b) from the proceeds of the sale of certificates of participation or other long-term obligations of the District, and (c) from the proceeds of another issue of short-term notes issued on behalf of the District under the Law.

Notwithstanding the foregoing, in accordance with the Law, the Notes are general obligations of the District and as such are payable from any taxes, income, revenue and other moneys intended as receipts for the general fund of the District for the fiscal year ending June 30, 2009, and which are generally available for the payment of current expenses and other obligations of the District, or from any other source of legally available funds of the District (the "Unrestricted Moneys").

Section 4. Official Statement. The Preliminary Official Statement relating to the Notes, substantially in the form on file with the Clerk of the Board, is hereby approved and the Superintendent or the Chief Business and Financial Officer, or a designated deputy thereof (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 Piper Jaffray & Co. (the "Underwriter") to be used in connection with the offering and sale of the Notes. 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 Notes and is directed to deliver copies of any final Official Statement to the purchasers thereof. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

Section 5. Purchase Agreement. The form of the Note Purchase Agreement (the "Purchase Agreement") on file with the Clerk of the Board is hereby approved. In connection with the sale of the Notes, the Board authorizes the Authorized Officers, each alone, on behalf of the District, to execute and deliver to the Underwriter a Purchase Agreement for the Notes with such terms and conditions as may be acceptable to such Authorized Officer; provided, however, that the underwriting discount (excluding original issue discount) shall not exceed 0.25% of the aggregate principal amount of the Notes, and the aggregate principal amount of the Notes shall not exceed $50,000,000.

Section 6. Sale of the Notes. The Notes shall be sold to the Underwriter by negotiated sale. The County is hereby requested to authorize and approve the sale of the Notes to the Underwriter.

Section 7. Tax Covenants.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Notes are not so used as to cause the Notes to satisfy the private business test of Section 141 (b) the Internal Revenue Code of 1986 as in effect on the date of issuance of the Notes or as it may be amended to apply to obligations issued on the date of issuance of the Notes, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said

Code (the "Tax Code"). The District shall further assure that the proceeds of the Notes are not so used as to cause the Notes to satisfy the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) Rebate Requirement. The District shall take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such Section is applicable to the Notes.

(d) No Arbitrage. The District shall not take or permit or suffer to be taken any action with respect to the proceeds of the Notes which, if such action had been, reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Notes would have caused the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(e) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Notes from the gross income of the registered owners of the Notes to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of Issuance of the Notes.

Section 8. Continuing Disclosure. The Board hereby approves the preparation of a Continuing Disclosure Certificate with respect to the Notes. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder or beneficial owner of the Notes may take such actions as may be necessary and appropriate to compel performance by the District, including seeking mandate or specific performance by court order.

Section 9. No Temporary Transfers. It is hereby covenanted and warranted by the District, pursuant to Article XVI, Section 6 of the Constitution of the State of California, that it will not request the County Treasurer and Tax Collector to make temporary transfers of funds in the custody of the County Treasurer and Tax Collector to meet any obligations of the District during the 2008-2009 fiscal year.

Section 10. Further Authorization. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Notes are hereby approved, and the Authorized Officers and all other officers and representatives of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, including a paying agent agreement, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with the Issuance Resolution and this Resolution. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution,

countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 11. Appointment of Professional Services. The District hereby appoints Stradling Yocca Carlson & Rauth, A Professional Corporation, as bond counsel for the District in connection with the issuance and sale of the Notes. The District hereby appoints Piper Jaffray & Co. as underwriter in connection with the issuance and sale of the Notes.

Section 12. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (the "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 Notes. 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.

Section 13. Submission of Request. The Clerk of the Board is hereby directed to file a certified copy of this Resolution with the Board, the County Superintendent of Schools, and the County Treasurer and Tax Collector.

Section 14. Effective Date. This resolution shall take effect on and after its adoption.

PASSED AND ADOPTED by the Board of Education of the Long Beach Unified School District the 19th day of August 2008.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

LONG BEACH UNIFIED SCHOOL DISTRICT

President
Board of Education

Clerk
Board of Education

CLERK'S CERTIFICATE

I, Chris Steinhauser, Clerk to the Board of Education of the Long Beach 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 19, 2008, 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 19, 2008

Clerk