



William S. Hart Union High School District

March 6, 2012

**VIA OVERNIGHT DELIVERY**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Hall of Administration  
500 W. Temple Street  
Los Angeles, CA 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

46 March 20, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Re: William S. Hart Union High School District 2012 General Obligation Refunding Bonds – Request to the Los Angeles County Board of Supervisors to Levy Taxes and to Direct the Auditor-Controller to Place Taxes on Tax Roll

Dear Members of the Board of Supervisors:

At this time, the William S. Hart Union High School District (the “District”) has authorized and will issue its 2012 General Obligation Refunding Bonds in an aggregate principal amount not-to-exceed \$48,945,000 (the “Bonds”), for the purpose of refunding certain other outstanding general obligation bonds of the District. The above actions were approved by a resolution (the “District Resolution”) adopted by the Governing Board (the “District Board”) of the District on February 1, 2012, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (“Act”), and other applicable provisions of law with respect to the Bonds. The District Resolution is in full force and effect and the District Board has taken no action to amend or rescind the District Resolution. A certified copy of the District Resolution has been provided to County staff.

The District formally requests, in accordance with Education Code Section 15250 and other applicable provisions of law, that the Board of Supervisors (the “Board of Supervisors”) of the County of Los Angeles (the “County”) adopt the enclosed resolution (the “County Resolution”) to levy the appropriate taxes for the payment of the Bonds and do direct the Auditor-Controller of the County to place these taxes on the tax roll every year according to a debt service schedule and instructions that will be provided upon the sale of the Bonds (currently scheduled to occur on March 7, 2012).

IT IS THEREFORE REQUESTED THAT:

1. The Board of Supervisors adopt the County Resolution provided with this letter on the next available Board of Supervisors meeting following the sale of the Bonds.

Los Angeles County Board of Supervisors  
Request to Levy Taxes – William S. Hart Union High School District  
2012 General Obligation Refunding Bonds  
March 6, 2012  
Page 2

2. After the Board of Supervisors has taken action on this letter, the District requests that the Clerk of the Board of Supervisors furnish two (2) certified copies of the Resolution to:

Robert E. Anslow  
Bowie, Arneson, Wiles & Giannone  
4920 Campus Drive  
Newport Beach, CA 92660

And send one (1) copy of the Resolution to each of the following:

Los Angeles County Treasurer and Tax Collector  
Attention: John Patterson  
500 W. Temple Street, Suite 437  
Los Angeles, CA 90012

Los Angeles County Auditor-Controller  
Attention: Jackie Guevarra  
500 W. Temple Street, Suite 603  
Los Angeles, CA 90012

Los Angeles County Counsel  
Attention: Cammy DuPont  
500 W. Temple Street, Room 648  
Los Angeles, CA 90012

Sincerely  
WILLIAM S. HART UNION HIGH  
SCHOOL DISTRICT



Robert R. Challinor  
Superintendent

cc: Robert E. Anslow  
John Wong

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, CALIFORNIA AUTHORIZING THE LEVY OF TAXES FOR GENERAL OBLIGATION REFUNDING BONDS OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, ACKNOWLEDGING THE PAYING AGENT THEREFOR AND DIRECTING THE COUNTY AUDITOR-CONTROLLER TO MAINTAIN TAXES ON THE COUNTY TAX ROLL**

**WHEREAS**, a duly called election was held in the William S. Hart Union High School District (the "District"), Los Angeles County (the "County"), California (the "State") on November 6, 2001, and thereafter canvassed pursuant to law;

**WHEREAS**, at such election there was submitted to and approved by a vote of more than fifty-five percent 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 \$158,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

**WHEREAS**, pursuant to the Authorization, on the Board of Supervisors of the County (the "County Board"), on May 22, 2003, issued on behalf of the District \$70,000,000 of William S. Hart Union High School District General Obligation Bonds, 2001 Election, Series A (the "Series A Bonds");

**WHEREAS**, the Governing Board of the District determined in a resolution adopted on February 1, 2012 (the "District Resolution") to authorize the issuance and sale of general obligation refunding bonds (the "Refunding Bonds") in the aggregate principal amount of not to exceed \$60,000,000 to refund all or a portion of the outstanding Series A Bonds pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law");

**WHEREAS**, the County Board has been formally requested by the District to levy and allocate taxes in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due and the Series A Bonds not refunded by the Refunding Bonds, and to direct the Auditor-Controller of the County (the "Auditor-Controller") to place on its 2012-13 tax roll, and all subsequent tax rolls, taxes sufficient to fulfill the requirements of the debt service schedule for the Refunding Bonds, that will be provided to the Auditor-Controller by the District following the sale of the Refunding Bonds; and

**WHEREAS**, the District has directed that U.S. Bank National Association be appointed to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Refunding Bonds pursuant to the District Resolution and that the County Board acknowledge such action.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1. Issuance of Refunding Bonds.** That pursuant to Section 15140(b) of the Education Code, as applicable, the County hereby approves the issuance of the Refunding Bonds by the District on its own behalf under the Bond Law.

**SECTION 2. Levy of Taxes.** That this Board levy taxes in an amount sufficient to pay the principal of and interest on the Refunding Bonds and the principal of and interest on the Series A Bonds not refunded by the Refunding Bonds.

**SECTION 3. Allocation of Taxes; Preparation of Tax Roll.** That the Auditor-Controller of the County of Los Angeles is hereby directed to place on its 2012-13 tax roll, and all subsequent tax rolls, taxes in an amount sufficient to fulfill the requirements of the debt service schedule for the Refunding Bonds, which will be provided to the Auditor-Controller by the District following the sale of the Refunding Bonds. Additionally, That the Auditor-Controller of the County of Los Angeles is hereby directed to allocate taxes collected for the 2011-2012 tax year to the payment of the debt service for the Refunding Bonds coming due on September 1, 2012, and the debt service on the Series A Bonds not refunded by the Refunding Bonds coming due on September 1, 2012, as applicable.

**SECTION 4. Paving Agent.** The District has designated U.S. Bank National Association to act as Paying Agent for the Refunding Bonds. This Board of Supervisors acknowledges such appointment. The Treasurer is authorized to co-ordinate payment actions for the Refunding Bonds with such Paying Agent.

**SECTION 5. Effective Date.** That this Resolution shall take effect immediately upon its passage.

The foregoing resolution was adopted on the 20<sup>th</sup> day of March, 2012, 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: Sachelle Smitherman

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
Acting County Counsel

By: Cammy C. Park

Principal Deputy County Counsel

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
2012 GENERAL OBLIGATION REFUNDING BONDS  
(Los Angeles County, California)**

**CERTIFICATE OF THE CLERK OF THE GOVERNING BOARD  
OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
RE: VALIDITY OF RESOLUTIONS**

I, Joseph V. Messina, Clerk of the Governing Board (“Board”) of the William S. Hart Union High School District (“District”) do hereby certify that I have, in each case set out below, carefully reviewed the original minutes of the corresponding meeting on file and of record in my office and that in each case the following Resolutions were duly adopted by the Board of the District at the corresponding meeting of the Board where, in each case, all required notice was given and a quorum of the Board was present and acted on each Resolution referred to below, on the corresponding date indicated, that each of the Resolutions listed below have not been amended, supplemented, modified or rescinded, and remain in full force and effect as of the dated date hereof, and that the copies thereof, included in the transcript for the above-captioned general obligation bonds (“Bonds”), under the listed transcript number, are full, true and correct copies thereof:

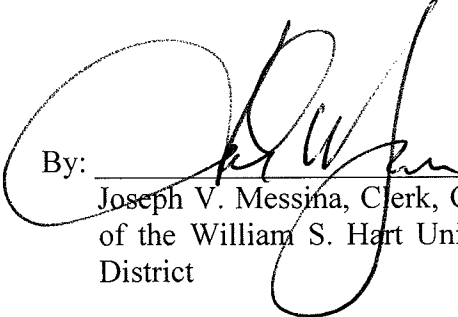
**RESOLUTIONS:**

<b><u>No.</u></b>	<b><u>Date Adopted</u></b>	<b><u>Title</u></b>	<b><u>Transcript No.</u></b>
01/02-11	July 25, 2001	RESOLUTION OF THE GOVERNING BOARD OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION, ESTABLISHING SPECIFICATIONS FOR AN ELECTION ORDER, REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 6, 2001, AND TAKING OTHER ACTIONS	N/A
01/02-19	December 12, 2001	RESOLUTION OF THE GOVERNING BOARD OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT CERTIFYING TO THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY ALL PROCEEDINGS IN THE NOVEMBER 6, 2001 GENERAL OBLIGATION BOND ELECTION	N/A

11/12-36	February 1, 2012	RESOLUTION OF THE GOVERNING BOARD OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$60,000,000 OF WILLIAM S. HART UNION HIGH SCHOOL DISTRICT 2012 GENERAL OBLIGATION REFUNDING BONDS, PRESCRIBING THE TERMS OF SALE FOR SUCH BONDS, AUTHORIZING EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT FOR SUCH BONDS, APPROVING A BOND PURCHASE AGREEMENT, APPROVING CERTAIN DOCUMENTS AND AGREEMENTS, MAKING FINDINGS AND DETERMINATIONS AND TAKING RELATED ACTIONS	3.
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Dated: March 7, 2012

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

By:  \_\_\_\_\_  
 Joseph V. Messina, Clerk, Governing Board  
 of the William S. Hart Union High School  
 District

**RESOLUTION NO. 11/12-36**

**RESOLUTION OF THE GOVERNING BOARD OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$60,000,000 OF WILLIAM S. HART UNION HIGH SCHOOL DISTRICT 2012 GENERAL OBLIGATION REFUNDING BONDS, PRESCRIBING THE TERMS OF SALE FOR SUCH BONDS, AUTHORIZING EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT FOR SUCH BONDS, APPROVING A BOND PURCHASE AGREEMENT, APPROVING CERTAIN DOCUMENTS AND AGREEMENTS, MAKING FINDINGS AND DETERMINATIONS AND TAKING RELATED ACTIONS**

**WHEREAS**, a duly called election was held in the William S. Hart Union High School District ("District"), located in Los Angeles County ("County"), State of California ("State"), pursuant to the California Constitution and California law on November 6, 2001, and thereafter canvassed pursuant to applicable law; and

**WHEREAS**, at such election, it was submitted to and approved by the requisite fifty-five percent (55%) 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 purposes set forth in the ballot measure submitted to the voters, in the aggregate principal amount of \$158,000,000 payable from the levy of an *ad valorem* tax against taxable property in the District ("Authorization"); and

**WHEREAS**, pursuant to the California Constitution, California law and the Authorization, the District, through the County, previously issued the William S. Hart Union High School District General Obligation Bonds, 2001 Election, Series A ("Series A Bonds") in the initial aggregate amount of \$70,000,000 dated May 22, 2003, to fund school facilities of the District as set forth in the Authorization; and

**WHEREAS**, the Series A Bonds were issued as current interest serial and term bonds; and

**WHEREAS**, certain maturities of the currently outstanding Series A Bonds may be redeemed prior to maturity pursuant to their terms and conditions; and

**WHEREAS**, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code ("Act"), the District is authorized to issue refunding bonds ("Bonds" or "Refunding Bonds") to refund all or portion of the outstanding Series A Bonds subject to certain terms and conditions; and

**WHEREAS**, the Governing Board of the District ("District Board") hereby determines that it is in the best interest of the District to refund all or a portion of the outstanding Series A Bonds through the issuance of the Refunding Bonds in an amount not to exceed \$60,000,000 subject to the terms and conditions set forth herein; and

**WHEREAS**, the District Board has selected Stifel, Nicolaus & Company, Inc., dba Stone & Youngberg, a Division of Stifel Nicolaus, as Underwriter for the issuance and sale of the Refunding Bonds (“Underwriter”), Bowie, Arneson, Wiles & Giannone, as Bond Counsel (“Bond Counsel”), Dolinka Group, LLC, as financial advisor (“Financial Advisor”) and Jones Hall, a Professional Law Corporation, as Disclosure Counsel (“Disclosure Counsel”) to the District for the issuance and sale of the Refunding Bonds, and hereby retains, and authorizes retention of, such other consultants and service providers to the District as may be necessary in connection with the issuance and sale of the Refunding Bonds and the refunding of all or a portion of the outstanding Series A Bonds as further set forth herein; and

**WHEREAS**, the forms of the Preliminary Official Statement, the Continuing Disclosure Certificate, the Purchase Agreement and the Escrow Agreement (each as defined herein) relating to the Refunding Bonds and the refunding of all or a portion of the outstanding Series A Bonds have each been prepared and presented to the District Board; and

**WHEREAS**, the District Board desires that the Refunding Bonds be sold by negotiated sale pursuant to the Act and that the issuance and sale of the Refunding Bonds may involve the purchase of a municipal bond issuance policy; 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 refunding bonds of the District (including the Act), and the indebtedness of the District, including the Refunding Bonds, is within all limits prescribed by law; and

**WHEREAS**, based on the foregoing, the District Board has determined that it is appropriate to adopt this Resolution, including making certain findings, directing that the Refunding Bonds be issued and sold.

**NOW, THEREFORE, THE GOVERNING BOARD OF THE WILLIAM S. HART UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. Purpose of the Refunding Bonds.** To refund all or a portion of the currently outstanding Series A Bonds and to pay all necessary legal, financial and contingent costs in connection therewith, the District Board authorizes the issuance of the Refunding Bonds, pursuant to the terms and conditions set forth herein, in an amount not to exceed \$60,000,000. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Act.

**SECTION 3. Statutory Authority.** The Refunding Bonds of the District in the aggregate principal amount not to exceed \$60,000,000 shall be issued and offered for public sale by the District pursuant to and in accordance with the provisions of the Act and as set forth herein.



**SECTION 4. Actions Completed.** The District Board determines that all acts and conditions necessary to be performed by the District Board or to have been met precedent to and in the issuing and sale of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District, secured as set forth herein, have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and met, in regular and due form as required by law; that the Board of Supervisors of the County has the power and is obligated to levy *ad valorem* taxes for the payment of the Refunding Bonds and the interest thereon without limitation as to rate or amount upon all property within the District subject to taxation (except for certain classes of personal property); and that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds.

**SECTION 5. Terms and Conditions of Sale.** Pursuant to Government Code Section 53583(2)(B), the Refunding Bonds shall be sold at a negotiated sale upon the direction of the District's Superintendent ("Superintendent") or the Designated Officer(s) (as defined herein). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth herein and as set forth in the Purchase Agreement, as described and defined below.

Pursuant to Section 53552 of the Act, the Board hereby finds and determines that the prudent management of the fiscal affairs of the District requires that the Refunding Bonds be issued under the Act and in accordance with this Resolution. The total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds shall not exceed the total net interest cost to maturity on the outstanding Series A Bonds being refunded plus the principal amount of the outstanding Series A Bonds being refunded.

**SECTION 6. Approval of Purchase Agreement.** The form of the Bond Purchase Agreement ("Purchase Agreement") by and between the District and the Underwriter, for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Clerk of the District Board, and attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved and the Superintendent, the District's Chief Financial Officer or such other officers of the District as may be designated by the District Board or by the Superintendent, or the Superintendent's designee(s) (each a "Designated Officer"), are, and each of them acting alone hereby is, authorized and requested to execute and deliver such Purchase Agreement with such changes therein, deletions therefrom and modifications thereto as such Designated Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the Refunding Bonds shall bear interest at the respective rates of interest per annum (calculated on the basis of a year comprised of twelve (12) months of thirty (30) days each) as set forth in the Purchase Agreement (which rates of interest shall comply with the savings requirements set forth in Section 5 and shall not exceed a true interest cost of four and one-half percent (4.50%)) and the underwriting discount shall not exceed one half of one percent (0.50%) (exclusive of any premium paid on the Refunding Bonds and/or original issue discount, if any, which original issue discount shall not exceed 5.00%). The conditions of Section 5 above shall also apply thereto. The Designated Officer, in consultation with the Financial Advisor, the Underwriter and Bond Counsel, is further authorized to determine the Principal Amount of the Refunding Bonds to be specified in the Purchase Agreement for sale up to \$60,000,000, to determine or accept the Principal Amount of each maturity of the Refunding Bonds, to set or modify the redemption terms for the Refunding Bonds (if applicable), the funding of any

capitalized interest for the Refunding Bonds, and to enter into and execute the Purchase Agreement with the Underwriter, if the conditions set forth in this Resolution are satisfied. The final maturity of the Refunding Bonds shall not be later than September 1, 2027 (or as shall be applicable given the maturities of the outstanding Series A Bonds which will be refunded).

If it appears in the best interests of the District to acquire municipal bond insurance to secure all or a portion of the Refunding Bonds, the Designated Officer may so provide in the Purchase Agreement and may take such other and further actions as are necessary or convenient to securing such municipal bond insurance.

**SECTION 7. Designation of the Refunding Bonds.** The Refunding Bonds shall be officially designated as the “**William S. Hart Union High School District 2012 General Obligation Refunding Bonds.**” The foregoing designation may be amended, modified and/or expanded, in the discretion of the Designated Officer, to the extent necessary or desirable for the issuance, marketing or sale of the Refunding Bonds.

**SECTION 8. Certain Definitions.** Unless otherwise defined herein, as used in this Resolution, the terms and phrases set forth below shall have the following meanings ascribed to them:

(a) “**Act**” or “**Refunding Act**” means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.

(b) “**Authorization**” means the authorization received by the District to issue the Series A Bonds at an election held on November 6, 2001.

(c) “**Authorized Investments**” means the Los Angeles County Investment Pool (or other investment pools of the County into which the District may lawfully invest its funds), the Local Agency Investment Fund, any investment authorized pursuant to Sections 16429.1 and 53601 of 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 which invests exclusively in investments permitted by Section 53635 of the Government Code, or in guaranteed investment contracts in direct general obligations of the United States of America (including State and Local Government Securities) (provided that such contracts comply with the requirements of Section 148 of the Code, and with the requirements of the Bond Insurer, if any, and as shall be applicable).

(d) “**Authorized Newspaper**” means a newspaper selected by the District which is customarily published at least once a day for at least four (4) days (other than legal holidays) in each calendar week, published in the English language and of general circulation in the County and which has been adjudicated or designated as a “newspaper of general circulation” pursuant to California law.

(e) “**Bond Counsel**” means (a) the firm of Bowie, Arneson, Wiles & Giannone, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

(f) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of, and interest on, the Refunding Bonds.

(g) **“Bond Payment Date”** or **“Interest Payment Date”** means, unless otherwise provided in the Purchase Agreement as executed and delivered, with respect to the interest on the Bonds, March 1 and September 1, or such other dates or maturity date(s) as shall be specified in the Purchase Agreement, commencing on the date set forth in the Purchase Agreement, with respect to the principal payments on the Bonds.

(h) **“Bond Register”** or **“Registration Books”** means the listing of names and addresses of the current registered owners of the Refunding Bonds, as maintained by the Paying Agent in accordance with Section 14 hereof.

(i) **“Bonds”** or **“Refunding Bonds”** means the William S. Hart Union High School District 2012 General Obligation Refunding Bonds.

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

(k) **“Code”** means the Internal Revenue Code of 1986, as amended, and any successor provisions thereto, and applicable regulations of the Department of Treasury thereunder, and any successor provisions thereto.

(l) **“Costs of Issuance Fund”** shall have the meaning set forth in Section 22 hereof.

(m) **“County”** means the County of Los Angeles, California, a political subdivision of the State of California, organized and existing under the Constitution and laws of the State of California and any lawful successor thereto.

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

(o) **“Date of Issuance”** or **“Dated Date”** means the delivery date with respect to the Refunding Bonds, or such other date(s) for the Refunding Bonds as shall be designated by the Purchase Agreement.

(p) **“Debt Service Fund”** shall have the meaning set forth in Section 22 hereof.

(q) **“Designated Officer(s)”** means the District’s Superintendent, Chief Financial Officer, or other persons designated in writing by the District Board or the District’s Superintendent as a Designated Officer of the District.

(r) **“District”** or **“School District”** means the William S. Hart Union High School District, a public school district organized and existing under the Constitution and the laws of the State, and any lawful successor thereto.

(s) **“District Board”** means the Governing Board of the William S. Hart Union High School District.

(t) **“DTC”** or **“Depository”** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Refunding Bonds.

(u) **“Escrow Agent”** means the designated financial institution, or other qualified entity, identified as such within the Escrow Agreement and any successor appointed thereto pursuant to the terms of the Escrow Agreement.

(v) **“Escrow Agreement”** means the agreement of that name, entered into between the District and the Escrow Agent for the deposit, investment and expenditure of funds for the payment, redemption and defeasance of the Outstanding General Obligation Bonds.

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

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

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

(z) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 15 hereof.

(aa) **“Office of the Paying Agent”** means the principal corporate trust office of the Paying Agent in Los Angeles, California, or such other office as may be specified to the District by the Paying Agent in writing.

(bb) **“Official Statement”** shall have the meaning set forth in Section 25 hereof.

(cc) **“Outstanding”** means all Refunding Bonds theretofore issued by the District, except:

- (1) Refunding Bonds theretofore canceled by the District or surrendered to the District for cancellation;

- (2) Refunding Bonds for the transfer or exchange of or in lieu of or in substitution for which other Refunding Bonds shall have been authenticated and delivered by the District pursuant to the terms of this Resolution; and
- (3) Refunding Bonds paid and discharged pursuant to Sections 20 or 21 hereof.

(dd) **“Outstanding General Obligation Bonds”** means, collectively, the outstanding Series A Bonds to be paid, redeemed and defeased with the net proceeds of the Refunding Bonds and as may be set forth in the Purchase Agreement.

(ee) **“Owner”** or **“Bond Owner”** means the current registered holder of a Refunding Bond or Refunding Bonds to whom payments of Principal and interest, as applicable, are made.

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

(gg) **“Paying Agent”** means U.S. Bank National Association, or such other entity as shall be selected by the District, or any successor thereto, acting as the authenticating agent, bond registrar, transfer agent and paying agent.

(hh) **“Principal”** or **“Principal Amount”** means, with respect to any Refunding Bond, the principal amount stated thereon.

(ii) **“Purchase Agreement”** or **“Bond Purchase Agreement”** shall have the meaning set forth in Section 6 hereof and shall, where applicable, refer to such agreement in its final form, as executed and delivered.

(jj) **“Rebate Fund”** shall have the meaning set forth in Section 22 hereof.

(kk) **“Record Date”** means the close of business on the 15<sup>th</sup> day of the month preceding each Bond Payment Date, whether or not such day is a Business Day.

(ll) **“Redemption Notice”** shall have the meaning set forth in Section 10 hereof.

(mm) **“Resolution”** or **“Bond Resolution”** means this Resolution, including the Exhibits hereto, as adopted by the District Board, and as such may be amended or supplemented from time to time.

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

(oo) **“Series A Bonds”** means the William S. Hart Union High School District General Obligation Bonds, 2002 Election, Series A, issued May 22, 2003, in the initial par amount of \$70,000,000.

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

(qq) **“State”** means the State of California.

(rr) **“Tax Certificate”** means the Tax Certificate executed by the District at the time of issuance of the Refunding Bonds relating to the requirements of Section 148 of the Code, as originally executed and as such may be amended from time to time.

(ss) **“Term Bonds”** means those Refunding Bonds, if any, for which mandatory sinking fund redemption dates have been established in the Purchase Agreement.

(tt) **“Transfer Amount”** means, with respect to any Outstanding Bond, the aggregate Principal Amount thereof.

(uu) **“Treasurer”** or **“Treasurer and Tax Collector”** means the Treasurer and Tax Collector of the County of Los Angeles.

(vv) **“Underwriter”** or **“Purchaser”** means Stifel, Nicolaus & Company, Inc., dba Stone & Youngberg, a Division of Stifel Nicolaus, the initial purchaser of the Refunding Bonds, as set out in the Purchase Agreement.

(ww) **“Written Request”** means a written request or directive of the District provided by a Designated Officer.

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

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

**SECTION 9. Bond Terms.** The Refunding Bonds shall be issued in one Series designated “William S. Hart Union High School District 2012 General Obligation Refunding Bonds.”

The Refunding Bonds shall be issued as fully registered bonds, without coupons, in the denominations of Five Thousand Dollars (\$5,000) Principal Amount, or any integral multiple thereof.

The Refunding Bonds shall be dated the Date of Issuance, and shall bear interest at the rate or rates not to exceed the maximum interest rate specified in Section 6 hereof, payable on each Bond Payment Date of each year commencing on the date specified in the Purchase Agreement, through a date not later than September 1, 2027 (or as applicable given the Series A Bonds to be refunded), the actual interest rate or rates and the actual maturity schedule to be fixed at the time of sale and set forth in the Purchase Agreement as executed and delivered. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Interest Payment Date to the Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the first Record Date in which event it shall bear interest from the Date of Issuance, computed using a year of 360 days, comprised of twelve 30-day months; provided, however, that if at the time of authentication of any Refunding Bond, interest is then in default on outstanding Refunding Bonds, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. The foregoing terms shall be subject to the terms of the Purchase Agreement as executed and delivered.

The Refunding Bonds will be sold as provided in Sections 5 and 6 hereof. Notwithstanding anything herein to the contrary, the terms of the Refunding Bonds, as set forth in this Resolution, may be modified prior to delivery in accordance with the provisions of the Purchase Agreement, as finally approved and executed, provided that the maximum par amount of the Refunding Bonds and expressly stated sale parameters shall be complied with. The Refunding Bond maturities may be adjusted by the Designated Officer(s), in consultation with the Financial Advisor and Bond Counsel, as appropriate to provide for the refunding of the Outstanding General Obligation Bonds and to pay for the costs of issuance of the Refunding Bonds, provided that the total par amount of the Refunding Bonds shall not exceed \$60,000,000. In the event of a conflict or inconsistency between this Resolution and the Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Purchase Agreement shall be controlling.

#### **SECTION 10. Redemption.**

(a) Optional Redemption. The terms for the optional redemption of the Refunding Bonds shall be as specified in the Purchase Agreement, as executed and delivered.

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

(d) Selection of Bonds for Redemption. Whenever less than all of the outstanding Bonds are to be redeemed, the Paying Agent, upon written direction from the District, shall select the Bonds to be redeemed as so directed by the District, and if not so directed in inverse order of maturity, and within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Refunding Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof. The Paying Agent shall promptly notify the District of the Bonds so selected for redemption on such date. In the event that Term Bonds are subject to optional redemption pursuant to Section 10(a), unless otherwise directed by the District, there shall be pro rata reductions in the annual sinking fund payments due on such Outstanding Term Bonds.

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

(f) Provision of Notice of Redemption. Any Redemption Notice shall be mailed, by first class mail, postage prepaid, to the registered owners of the Refunding Bonds, to a Securities Depository and to the Informational Services, and by first class mail, postage prepaid, to the District and County and the respective Owners of any registered Refunding Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least thirty (30) days, but not more than sixty (60) days, prior to the designated redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Refunding Bonds nor entitle the Owner thereof to interest beyond the date given for redemption. A certificate provided by the Paying Agent that notice of such redemption has been given as herein provided shall be conclusive as against all parties, and it shall not be open to a Bond Owner to show that he or she failed to receive notice of such redemption. In case of the redemption, as permitted herein, of all the Outstanding Bonds of any one maturity, notice of redemption shall be given by mailing as herein provided, except that the notice of redemption need not specify the serial or CUSIP® numbers of the Refunding Bonds of such maturity.

Neither failure to receive or failure to send, to the Securities Depositories or Informational Services, any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Neither the failure to receive such notice nor any defect in any notice so mailed shall affect the



sufficiency of the proceedings for the redemption of such Refunding Bonds or the cessation of accrual of interest, represented thereby from and after the redemption date.

(g) Contingent Redemption; Rescission of Redemption. Any Redemption Notice may specify that redemption of the Refunding Bonds designated for redemption on the specified date will be subject to the receipt by the District of monies sufficient to cause such redemption (and will specify the proposed source of such monies), and neither the District or the County will have any liability to the Owners of any Refunding Bonds, or any other party, as a result of the District's failure to redeem the Refunding Bonds designated for redemption as a result of insufficient monies therefore.

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

(h) Payment of Redeemed Bonds. When a Redemption Notice has been given substantially as provided for herein, and, when the amount necessary for the redemption of the Bonds called for redemption (Principal Amount, interest and premium, if any) is set aside for that purpose in the Debt Service Fund, as provided herein, the Refunding Bonds designated for redemption shall become due and payable on the date fixed for redemption thereof and upon presentation and surrender of said Bonds at the place specified in the Redemption Notice, said Bonds shall be redeemed and paid at the redemption price from funds held in the Debt Service Fund.

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

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in this Section, together with interest to such redemption date, shall be available therefore on such redemption date, and if notice of redemption thereof shall have been given as aforesaid (and not rescinded), then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue. All money held for the redemption of Refunding Bonds shall be held in trust for the account of the registered Owners of the Refunding Bonds so to be redeemed. All unpaid interest payable at or prior to the designated redemption date shall continue to be payable to the respective Owners, but without interest thereon.

(i) Effect of Notice of Redemption. Notice having been given as aforesaid (and not rescinded), and the monies for the redemption (including the interest to the applicable date of

redemption) having been set aside in the Debt Service Fund, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

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

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

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

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

**SECTION 11. Form of Refunding Bonds.** The Refunding Bonds shall be substantially in conformity with the standard form of registered bonds, the forms of which are attached hereto as Exhibit "B," and incorporated herein by this reference as if set forth in full, with necessary or appropriate variations, omissions and insertions as may be permitted or

required by this Resolution and to conform with the terms and requirements of the Purchase Agreement.

The Refunding Bonds may be initially issued in temporary form exchangeable for definitive Refunding Bonds when ready for delivery. The temporary Refunding Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Refunding Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Refunding Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefore at the principal office of the Paying Agent and the Paying Agent shall deliver in exchange for such temporary Refunding Bonds an equal aggregate Principal Amount of definitive Refunding Bonds of authorized denominations. Until so exchanged, the temporary Refunding Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Refunding Bonds executed and delivered hereunder.

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

**SECTION 12. Execution of Bonds.** The Refunding Bonds shall be signed by the President of the District Board (or, in the absence of the President, the Vice President) by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the District Board (or, in the absence of the Clerk, the Secretary of the Board or an Assistant Clerk of the Board) both in their official capacities. The facsimile signatures of the President of the District Board and the Clerk of the District Board may be printed, lithographed, engraved, typewritten or otherwise mechanically reproduced. The Board hereby directs that the provisions of Education Code Sections 15181 and 15182 shall apply to such execution of the Refunding Bonds.

In case any of such officers who shall have signed or attested any of the Refunding Bonds shall cease to be such officers before the Refunding Bonds so signed or attested shall have been authenticated or delivered by the Paying Agent, or issued by the District, such Refunding Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the District as though those who signed and attested the same had continued to be such officers, and also any Refunding Bonds may be signed and attested on behalf of the District by such persons as at the actual date of execution of such Refunding Bonds shall be the proper officers of the District although at the nominal date of such Refunding Bonds such person shall not have been such officer of the District.

No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication

printed on the Refunding Bonds is signed by the Paying Agent, acting as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

**SECTION 13. Delivery of Refunding Bonds.** The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed, authenticated and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to, or upon the order of, the Underwriter, as applicable, upon payment of the purchase price in immediately available funds.

**SECTION 14. Bond Registration and Transfer.** As hereinafter provided, the Refunding Bonds shall be delivered in a form and with such terms as will permit them to be in book-entry only form, deposited 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 Refunding Bonds as provided in this Section 14 (the Bond Register). While the book-entry only system is in effect, such books need not be kept, as the Bonds will be represented by one Refunding Bond for each maturity registered in the name of Cede & Co., as nominee for DTC.

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

Any Bond may be exchanged for Bonds of like tenor, maturity and aggregate Principal amount upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of this Section 14, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond 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. Upon exchange or transfer, the Paying Agent shall register, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner, in the aggregate Principal Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution.

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

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

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bonds during a period beginning with the opening of business on the Business Day following the Record Date next preceding 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 any day on which the applicable notice of redemption is given; or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

**SECTION 15. Book-Entry System.** Except as provided below, the owner of all of the Bonds shall be The Depository Trust Company, New York, New York (“DTC”), and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single, fully registered Bond for each maturity (which may be typewritten). Upon initial execution and delivery, as provided for herein, the ownership of such Bond shall be registered in the Bond Register in the name of the Nominee identified below as nominee of The Depository Trust Company, New York, New York, and its successors and assigns. Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section (“Nominee”). With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (“Participant”) or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District nor the Paying Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any amount with respect to Principal of or interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond

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

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

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

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

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, and

interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the District. The initial Depository under this Section shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

**SECTION 16. Payment of Principal and Interest.** The Principal of, and interest on, the Refunding Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Paying Agent. Interest on the Refunding Bonds shall be paid on each Bond Payment Date by check mailed by first class mail to the person in whose name the Refunding Bond is registered, and to that person's address appearing on the Bond Register (as described in Section 14 herein) on the Record Date. The Owner of an aggregate Principal Amount of \$1,000,000 or more of the Refunding Bonds may request, in writing, prior to the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date, to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

Payments of Principal of, and redemption premiums, if any, with respect to the Refunding Bonds, shall be payable at maturity or redemption upon surrender at the Office of the Paying Agent. In the event the Paying Agent shall provide written notice of a change in the location for payment of Principal, redemption premiums and interest on the Refunding Bonds, the Paying Agent shall thereafter provide notice of such change to the Informational Services and Securities Depositories of such change. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof.

The Refunding Bonds are general obligations of the District secured by *ad valorem* tax revenues levied and collected pursuant to the California Constitution, the Act, the Authorization and State law, and do not constitute an obligation of the County except as provided in this Resolution. No part of any fund of the County is pledged or obligated to the payment of the Refunding Bonds.

**SECTION 17. Security for the Refunding Bonds.** Pursuant to the Act, the Authorization, the terms of this Resolution, and Education Code Sections 15250 *et seq.*, the County shall cause to be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the Principal of, premium, if any, and interest on the Refunding Bonds when due, which monies when collected will be placed in the Debt Service Fund (as described in Section 22), which fund is irrevocably pledged for the payment of the Principal of, premium, if any, and interest on the Refunding Bonds when and as the same fall due along with administrative costs and expenses for the Refunding Bonds including fees and expenses of the Paying Agent.

The monies in the Debt Service Fund, to the extent necessary to pay the Principal of, and interest on, the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer, or his or her designee or deputy, to the Paying Agent who in turn, shall pay such monies to DTC to pay the Principal of, and interest on, the Refunding Bonds when due. DTC will thereupon make payments of Principal and interest on, the Refunding Bonds to the DTC

Participants who will thereupon make payments of Principal and interest to the beneficial owners of the Refunding Bonds. Any monies remaining in the Debt Service Fund after the Refunding Bonds 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 pursuant to the Education Code Section 15235 or any successor section thereto.

**SECTION 18. Appointment of Paying Agent.** The District Board does hereby confirm the appointment of U.S. Bank National Association (or such other entity as determined by the Superintendent if so required), to act as the initial authenticating agent, bond registrar, transfer agent and Paying Agent for the Refunding Bonds. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District. Any fees incurred therefore in the first year shall be paid from proceeds of the Refunding Bonds and subsequent annual fees, if any, shall be paid out of the Debt Service Fund to the extent that there are funds remaining after payment of the Principal and interest on the Refunding Bonds in that year, and if such funds are insufficient, from the General Fund of the District.

**SECTION 19. Resignation or Removal of Paying Agent and Appointment of Successor.**

(a) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District. The Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by the District. A successor Paying Agent shall be appointed by the District and shall be a bank or trust company organized under the laws of the State, of any state or the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District and the County a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective only upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any monies held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer shall act as such Paying Agent. The District shall promptly cause to be mailed, at its expense, the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Informational Services and to DTC.

(c) Any company or association into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under Section 19(a), shall be the successor to the Paying Agent and vested with all of the title to the trust estate and all of the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor,



without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding. All costs associated with the Paying Agent's merger or consolidation with another bank or trust company shall be paid by the successor Paying Agent. No expense resulting from such merger or consolidation shall be billed to the District or the County.

(d) The Paying Agent may, to the extent permitted by applicable law, become the Owner of any of the Outstanding Refunding Bonds.

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

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

**SECTION 20. Defeasance.** The Refunding Bonds may be defeased prior to maturity in the following ways:

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

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

If the Refunding Bonds are defeased, then, notwithstanding that any Refunding Bonds shall not have been surrendered for payments, all obligations of the District and the County with respect to all Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section 20, to the Owners of the Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section 20, "Defeasance Obligations" shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidence of direct ownership or proportionate interests in future interest or principal payments of such obligations (which shall not be required to carry any particular or designated rating(s)). In the case of investments in such proportionate interests, such shall be limited to circumstances

wherein: (a) a bank or trust company acts as custodian and holds the underlying Defeasance Obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying Defeasance Obligations; and (c) the underlying Defeasance Obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claims of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's if the Refunding Bonds are then rated by Standard & Poor's, and/or "Aaa" by Moody's if the Refunding Bonds are then rated by Moody's.

For purposes of this Section 20, and Section 21, the escrow agent bank and verification agent shall be selected by the District. Any such escrow bank or trust company shall conform to the successor paying agent requirements of Section 19 hereof. All costs for defeasance of Outstanding Refunding Bonds shall be paid by the District.

**SECTION 21. Partial Defeasance.** A portion of the then-Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

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

(b) Defeasance Obligations: by irrevocably depositing with a bank or trust company, in escrow, noncallable Defeasance Obligations, permitted under Section 149(d) of the Code together with cash, if required, in such an amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay and discharge the designated maturities of Refunding Bonds (including all Principal and interest represented thereby and redemption premiums, if any), at or before their maturity date.

If a portion of the Refunding Bonds are defeased, then, notwithstanding that any of such designated maturities of Refunding Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to such Outstanding maturities of the Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section 21, to the Owners of the Refunding Bonds of such maturities designated for redemption not so surrendered and paid all sums due with respect thereto.

For purposes of this Section 21, "Defeasance Obligations" shall have the same meaning as set forth in Section 20 hereof.

**SECTION 22. Deposit of Proceeds of the Refunding Bonds; Establishment of Funds.**

(a) The Escrow Agent shall establish a fund to be designated as the "William S. Hart Union High School District Series A Bonds Escrow Fund" (the Escrow Fund), as set forth in, and subject to the terms of, the Escrow Agreement. The Escrow Fund, and any accounts thereof,

shall be kept separate and distinct from all other District funds and accounts. A portion of the proceeds of the Refunding Bonds shall be deposited into the Escrow Fund to pay, redeem and defease the Outstanding General Obligation Bonds to be defeased. Monies in the Escrow Fund may be transferred or utilized, as directed by the District to the Escrow Agent in writing, for the payment, redemption and/or defeasance of the Outstanding General Obligation Bonds. Such utilization may include, but is not limited to, transfer to the fund(s) or account(s) established pursuant to the Escrow Agreement for deposit or investment as set forth therein or direct expenditures to the beneficial owners (or DTC on their behalf) of the Outstanding General Obligation Bonds. Upon the expenditure of all monies held in the Escrow Fund, and the accounts thereof, the Escrow Agent shall close such Fund and notify the District of such closure in writing.

(b) Proceeds of the sale of the Refunding Bonds necessary to pay all, or any portion of, the costs of issuing the Refunding Bonds and refunding the Outstanding General Obligation Bonds may be deposited in the fund of the District known as the "William S. Hart Union High School District 2012 General Obligation Refunding Bonds Costs of Issuance Fund" (the Costs of Issuance Fund) and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds and refunding the Outstanding General Obligation Bonds. Funds held in the Cost of Issuance Fund shall be disbursed at the written direction of the District to pay costs of issuing the Refunding Bonds and refunding the Outstanding General Obligation Bonds. The Costs of Issuance Fund may, at the discretion of the District, be held by the Paying Agent or the County. Upon the payment in full of all costs of issuance for the Refunding Bonds and defeasance of the Outstanding General Obligation Bonds, which shall be determined by a Written Request to the holder of such fund to that effect by a Designated Officer, the holder of such fund shall transfer all funds remaining in the Costs of Issuance Fund, if any, to the Debt Service Fund. Upon the occurrence of such transfer, the holder of the Cost of Issuance Fund shall confirm such transfer to the District and then close that fund.

(c) The accrued interest, if any, and any net premium received by the County or the District from the sale of the Refunding Bonds allocated to the Debt Service Fund, as well as tax revenues collected by the County pursuant to Section 17 hereof and Sections 15250 *et seq.* of the Education Code, shall be deposited and kept separate and apart in the fund established and held by the Treasurer and designated as the "William S. Hart Union High School District 2012 General Obligation Refunding Bonds Debt Service Fund" (the Debt Service Fund) for the Refunding Bonds and used only for payments of Principal and interest, as applicable on the Refunding Bonds when and as such become due. *Ad valorem* taxes collected by the County pursuant to State law and Section 17 hereof shall be deposited by the County into the Debt Service Fund and applied, pursuant to the provisions of State law and this Resolution, only for payments of Principal of, interest on and redemption premium, if any, as applicable, on the Refunding Bonds when due. Funds held in the Debt Service Fund are irrevocably pledged to the payment of Principal of, interest on and redemption premium, if any, on the Refunding Bonds when due. Except as required below to satisfy the requirements of Section 148(f) of the Code, as may be applicable (and which shall be subordinated to the payment of debt service on the Refunding Bonds), interest earned on investments of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal of, interest on, and redemption premium, if any, on the Refunding Bonds when and as such become due. Prior to each such

Bond Payment Date (and subject to the applicable provisions of Section 17 hereof), the Treasurer shall transfer to the Paying Agent, for subsequent disbursement to the beneficial Owners of the Refunding Bonds, pursuant to the provisions hereof, monies from the Debt Service Fund sufficient to pay Principal of, interest on and premium (if any) on the Refunding Bonds due on such Bond Payment Date. The Paying Agent shall hold all such monies transferred to it, pursuant to the foregoing sentence, uninvested. If, after payment in full of all Principal, redemption premium, if any, and interest on the Refunding Bonds, as applicable, there remain funds in the Debt Service Fund, any such excess amounts shall be transferred to the General Fund of the District.

(d) The District shall, at such time as shall be necessary, establish and create the "William S. Hart Union High School District 2012 General Obligation Refunding Bonds Rebate Fund" ("Rebate Fund"), which fund shall be kept separate and distinct from all other District funds, and into which the District shall deposit, or direct deposit of, funds used to satisfy any requirement to make rebate payments to the United States pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder as shall be applicable to the Refunding Bonds and as further set forth in Section 24. The Rebate Fund (if and when established pursuant to the requirement of the Tax Certificate) may, at the discretion of the District, be held by the Paying Agent or the County. Responsibility for determining and calculating rebate payments, if any, due with regard to the Refunding Bonds are the responsibility of the District as further set forth in Sections 23 and 24. Monies in the Rebate Fund shall be invested in compliance with the limitations of the Code.

(e) (i) Proceeds of the Refunding Bonds, if any, and proceeds of taxes collected for the payment of Principal and interest on the Refunding Bonds (as further described above) and deposited into the Debt Service Fund (for purposes of this subsection only "Bond Funds") shall be invested by the Treasurer as set forth herein.

(ii) The Treasurer is hereby authorized and directed to invest the Bond Funds, at the Treasurer's discretion, in Authorized Investments.

(iii) Notwithstanding the paragraph (ii) above, at the written direction of the District, given by the Superintendent or the Chief Financial Officer of the District all or any portion of the Bond Funds may be invested on behalf of the District in Authorized Investments, including, but not limited to, investment agreements which comply with the requirements of each rating agency which may then be rating the Refunding Bonds necessary in order to maintain the then-current rating on the Refunding Bonds or in the Local Agency Investment Fund established by the State Treasurer.

### **SECTION 23. Tax Matters.**

(a) The District, in order to maintain the exclusion from gross income for federal income tax purposes of the interest on the Refunding Bonds, hereby covenants to comply with each applicable requirements of Section 103 and Sections 141 through 150 of the Code, as set forth in the Tax Certificate to be executed and delivered by the District, on the Dated Date, and incorporated herein by this reference, as a source of guidance for compliance with such provisions.

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

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

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

(e) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants set forth in this Section 23, no person other than the Owners of the Refunding Bonds shall be entitled to exercise any right or remedy provided to such Owners under this Resolution on the basis of the District's failure to observe, or refusal to comply with, the covenants set forth in this Section 23.

#### **SECTION 24. Rebate Fund.**

(a) General. There shall, at such time that such shall become necessary, be created and established the Rebate Fund as set forth in Section 22. 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 (for purposes of this Section 24, the "Rebate Requirements") pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder (for purposes of this Section 24, the "Rebate Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section 24, Section 23 and the Tax Certificate to be executed by the District.

#### (b) Deposits.

(i) Within 45 days of the end of each fifth year ending September 1, 2016 (for purposes of this Section 24, each, a "Bond Year", unless otherwise defined in the Tax Certificate), commencing September 1, 2012: (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years; and (2) the District shall direct the County or the Paying Agent, as applicable, to deposit to the Rebate Fund from deposits from the District or from amounts on deposit the other funds

established hereunder, 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.

(ii) 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) 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.

(iii) The District shall not be required to calculate the "rebate amount" and the District 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 Refunding 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 Rebate Regulations, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable: or (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 (1.5%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) of the Code 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) Withdrawal Following Payment of Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (2) of subsection (d) of this Section 24, or provision made therefore satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Withdrawal for Payment of Rebate. 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 Rebate Regulations; and

(2) not later than 60 days after the payment of all Refunding 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 Rebate Regulations.

(e) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment 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 the amount of such deficiency and direct the County or Paying Agent, as applicable, to deposit an amount received from the District equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, 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) Deficiencies in the Rebate Fund. 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, upon written instructions from the District, the District shall withdraw, or cause to be withdrawn, the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Records. The District shall retain records of all determinations made hereunder until six years after the retirement of the last obligations of the Refunding Bonds.

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

**SECTION 25. Preliminary Official Statement; Official Statement.** Pursuant to applicable federal securities laws and applicable State law, the Preliminary Official Statement relating to the Refunding Bonds ("Preliminary Official Statement") is hereby approved in substantially the form presented to the District Board, and the use and distribution of the Preliminary Official Statement and a final Official Statement in connection with the sale of the Refunding Bonds is hereby authorized subject to the provisions of this Section. The Designated Officers are, and each of them acting alone hereby is, authorized to deliver copies of the Preliminary Official Statement and the Official Statement with such changes therein as such Designated Officer shall approve, in their discretion, as being in the best interests of the District. Upon approval of such changes by such officer, the Preliminary Official Statement shall be deemed final as of its date, except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended ("Rule"). The District Board hereby authorizes and directs the Designated Officer to deliver to the Underwriter a certificate to the effect that the District deems the Preliminary Official Statement, in the form approved by the Designated Officer, to be final as of its date, within the meaning of the Rule (except for the omission of certain final pricing, rating and related information as permitted under such Rule). The District Board hereby also authorizes and directs the Designated Officer to execute and deliver the final form of the Official Statement to the Underwriter upon its final date. In so doing, the Designated Officer may rely upon the advice of Disclosure Counsel.

**SECTION 26. Continuing Disclosure.** The District does hereby covenant and agree that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate (as defined below). Notwithstanding any other provisions of this Resolution, failure of the District to comply with the provisions of the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Refunding Bonds; however, any underwriter or any holder or beneficial Owner of the Refunding Bonds may take such actions as may be necessary and appropriate to compel performance therewith, including seeking mandate or specific performance by court order.

For purposes of this Section, "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds (or such other date as the District officer executing such Continuing Disclosure Certificate shall determine to be appropriate), as originally executed and as it may be amended from time to time in accordance with the terms thereof. A form of the Continuing Disclosure Certificate is attached hereto as Exhibit "C" and incorporated by reference herein. The Designated Officer(s) are hereby authorized to approve, execute and deliver the final form of the Continuing Disclosure Certificate with such changes, insertions and deletions as may be approved by the Superintendent, Disclosure Counsel and Bond Counsel, which approval shall be conclusively evidenced by execution and delivery thereof. Dolinka Group, LLC, is hereby appointed initial dissemination agent under the Continuing Disclosure Certificate.

**SECTION 27. Bond Insurance.** In the event the District purchases a municipal bond insurance policy, or equivalent, for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the Principal and/or interest on the Refunding Bonds, it shall become subrogated to the rights of such Owner of such Refunding Bonds with the right to payment of Principal or interest on the Refunding Bonds, and the rights of the Owners shall be fully subrogated to all of the Bond Insurer's rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register upon receipt of a copy of the canceled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding 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 Bond Register upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer. In the event that the Bond Insurer requires additional agreements, covenants or conditions to the issuance of the bond insurance policy, the Designated Officer may deliver or agree to such; provided, however, that applicable law(s) shall be complied with and any such agreement, covenants or conditions shall be consistent with the provisions of this Resolution, the requirements of applicable law and shall be satisfactory to the Designated Officer.

**SECTION 28. Books and Accounts.** The Treasurer, the County and the Paying Agent, as shall be applicable, are hereby directed to keep, or cause to be kept, proper books of record and accounts to record (i) the amount of taxes collected pursuant to Section 17 hereof, (ii) all deposits, expenditure and investment earnings on the Debt Service Fund, and any and all accounts or subaccounts thereof (to the extent that such funds are held by the County on behalf of the District), and (iii) all transfers of funds for the payment of Principal, interest or redemption



premiums on the Refunding Bonds. The Treasurer is requested to provide regular periodic written statements of the funds and accounts which it holds to the District. Such books of record and accounts shall at all times during business hours be subject to the inspection of the District, the Paying Agent and the Owners of not less than ten percent (10%) of the Principal Amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

**SECTION 29. Unclaimed Monies.** Notwithstanding any of the foregoing provisions of this Resolution and subject to the escheat laws of the State, any monies held by the Paying Agent for the payment of the Principal of, redemption premium, if any, or interest on Refunding Bonds remaining unclaimed for one year after the corresponding maturity or redemption date for such Refunding Bonds shall be returned by the Paying Agent to the Treasurer, with any and all interest accrued thereon, for deposit into the Debt Service Fund. Notwithstanding any other provisions of this Resolution and subject to the escheat laws of the State, any monies held in any fund created pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the Principal of, redemption premium, if any, or interest on Refunding Bonds and remaining unclaimed for one year after the Principal of all of the Refunding Bonds have become due and payable (whether by maturity or upon prior redemption) shall be, after payment in full of the Refunding Bonds, transferred to the General Fund of the District to be applied in accordance with law; provided, however, that the Paying Agent, or the District, before making such payment, shall cause notice to be mailed to the Owners of all Bonds that have not been paid, by first-class mail at the addresses on the Bond Register, postage prepaid, not less than 90 days prior to the date of such payment.

**SECTION 30. Approval of Actions.** All actions heretofore taken by officers and agents of the District with respect to the sale and issuance of the Refunding Bonds are hereby approved, confirmed and ratified. The President, Clerk and Secretary of the District Board and the Superintendent and the Designated Officer(s) are each authorized and directed in the name and on behalf of the District to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. 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 case such officer shall be absent or unavailable.

**SECTION 31. Other Actions, Determinations and Approvals.**

(a) The Designated Officer(s) are authorized to determine which of the Series A Bonds, or maturities of the Series A Bonds, shall be refunded with the proceeds of the Refunding Bonds.

(b) The Designated Officers and District staff and consultants 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 Refunding Bonds, the payment, refunding and defeasance of the Outstanding General Obligation Bonds and to otherwise carry out, give effect to and comply with the terms and intent

of this Resolution. Such actions heretofore taken by such officers, officials, consultants and staff are hereby ratified, confirmed and approved.

(c) Based upon documents furnished to the District Board, the District Board hereby finds, determines and directs that: (i) the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the Act without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District; and (ii) the total interest cost to maturity on the Refunding Bonds plus the Principal Amount of the Refunding Bonds will be less than the total interest cost to maturity on the Outstanding General Obligation Bonds plus the principal amount of the Outstanding General Obligation Bonds. The District shall be provided with written confirmation of the foregoing in connection with the issuance and delivery of the Refunding Bonds.

(d) Based on documents prepared and submitted to the District Board by District staff and consultants, the District Board anticipates that the Refunding Bonds will be paid, redeemed and defeased as follows: the Refunding Bonds shall be redeemed on the date designated by the District pursuant to the notice of redemption provided to the Outstanding General Obligation Bonds owners, which date is expected to be not later than September 1, 2012.

(e) The form of Escrow Agreement pertaining to the refunding of the Outstanding General Obligation Bonds, as presented at this meeting and on file with the Clerk of the District Board, is hereby approved. The Designated Officers are hereby authorized and directed, for and in the name of the District, to execute and deliver the Escrow Agreement in substantially the form hereby approved, with such additions thereto and changes therein as are recommended by Bond Counsel to the District and approved by such officers, such approval to be conclusively evidenced by the execution and delivery thereof.

(f) Each Designated Officer is hereby authorized to take any and all actions necessary or desirable to allow the District and the Underwriter to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, and are authorized, upon the advice of Bond Counsel and Disclosure Counsel to take such other and further actions as are required thereunder and are not in conflict with the provisions of this Resolution.

**SECTION 32. Execution of Documents by Bond Owners.** Any request, consent or other instrument required by this Resolution, to be signed and executed by Bond Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bond Owners in person or by their agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the District, if made in the manner provided herein.

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

The ownership of the Refunding Bonds shall be proved by the Bond Register. Any request, consent or vote of the Owner of any Refunding Bond shall bind every future Owner of the same Refunding Bond and the Owner of any Refunding Bond issued in exchange therefore or in lieu thereof, in respect of anything done or suffered to be done by the District, in pursuance of such request, consent or vote.

**SECTION 33. Retention of Consultants.**

(a) The Superintendent of the District is authorized and directed to contract for consultant services, including legal, financial, verification agent and related professional services, as specified below, or as otherwise necessary so the District may proceed with, and complete, the proposed issuance and sale of the Refunding Bonds and the payment and defeasance of the Outstanding General Obligation Bonds.

(b) The District Board hereby confirms the appointment of the firm of Bowie, Arneson, Wiles & Giannone to act as Bond Counsel to the District relative to the issuance and sale of the Refunding Bonds.

(c) The District Board hereby confirms the appointment of the firm of Jones Hall, a Professional Law Corporation, to act as Disclosure Counsel to the District relative to the issuance and sale of the Refunding Bonds.

(d) The District Board hereby confirms Stifel, Nicolaus & Company, Inc., dba Stone & Youngberg, a Division of Stifel Nicolaus to act as the Underwriter to the District relative to the sale of the Refunding Bonds.

(e) The District Board hereby confirms the appointment of Dolinka Group, LLC to act as a Financial Advisor relative to the issuance and sale of the Refunding Bonds.

(f) The Superintendent is authorized to select and retain professional services for verification agent, escrow agent, pricing consultant, paying agent services, as necessary, and such other and further services as are, or may be, necessary or desirable to carry out the issuance, marketing, sale and delivery of the Refunding Bonds and/or the redemption and defeasance of the Outstanding General Obligation Bonds.

(g) The District Board authorizes the payment to the County of out-of-pocket expenses and other costs incurred by the County, if any, in connection with the County's participation in the issuance of the Refunding Bonds.

**SECTION 34. Amendments.** The District may from time to time, and at any time, without notice to or consent of any of the Owners, by action of the District Board, amend the provisions of this Resolution for any of the following reasons:

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

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

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

In the event of any such amendment, the District shall promptly provide the County and the Paying Agent with copies of such amendment and the action of the District Board approving such amendment.

No such amendment shall: (i) extend the fixed maturity of any Refunding Bond, reduce the amount of Principal thereof or the rate of interest thereon or extend the time of payment thereof, without the consent of the Owner of each Refunding Bond so affected, or (ii) modify or amend this Section without the consent of the Owners of all of the Refunding Bonds then Outstanding.

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

The provisions of this Section shall not prevent any Owner from accepting any modification or amendment as to the particular Refunding Bonds held by such Owner.

**SECTION 35. Benefits Limited to Parties.** Nothing in this Resolution, express or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy or claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution, contained by and on behalf of the District, are for the sole and exclusive benefit of the District, the Paying Agent and the Owners.

**SECTION 36. Successor Deemed Included in All References to Predecessor.** Whenever in this Resolution any of the District, the County, DTC or the Paying Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the terms and conditions in this Resolution contained by or on behalf of the District or the Paying Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**SECTION 37. Partial Invalidity; Severability.** If any one or more of the covenants or agreements, or portions thereof, provided in this Resolution to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining

covenants and agreement or portions thereof and shall in no way affect the validity of this Resolution or of the Refunding Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under any applicable provisions of law. The District hereby declares that it would have entered into this Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Refunding Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**SECTION 38. Governing Law.** This Resolution shall be construed under, and governed in accordance with, the laws of the State of California.


**SECTION 39. Effective Date.** This Resolution shall take effect immediately upon adoption.

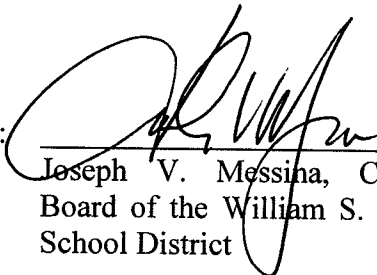
**SECTION 40. Filing of Resolution.** The Clerk of the District Board is hereby directed to promptly file a certified copy of this Resolution with the Clerk of the County Board of Supervisors and the Treasurer.

[Remainder of this page is blank]

**APPROVED, ADOPTED AND SIGNED** this 1<sup>st</sup> day of February, 2012, by the Governing Board of the William S. Hart Union High School District of the County of Los Angeles, State of California.

**GOVERNING BOARD OF THE WILLIAM  
S. HART UNION HIGH SCHOOL DISTRICT**

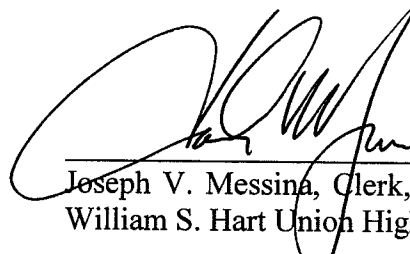
By:   
Gloria E. Mercado-Fortine, President,  
Governing Board of the William S. Hart  
Union High School District

By:   
Joseph V. Messina, Clerk, Governing  
Board of the William S. Hart Union High  
School District

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

I, Joseph V. Messina, Clerk of the Governing Board of the William S. Hart Union High School District, do hereby certify that the foregoing was duly adopted by the Governing Board of such District at a regular meeting of said Board held on the 1<sup>st</sup> day of February, 2012, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and at which meeting all of the members of such Board had due notice and that at such meeting the attached resolution was adopted by the following vote:

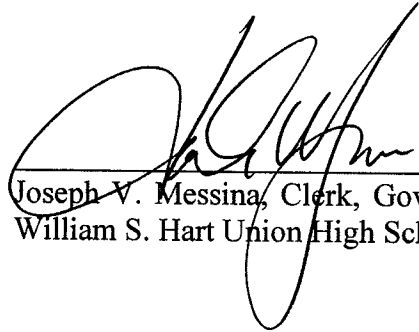
AYES:        5  
NOES:        0  
ABSTAIN:     0  
ABSENT:      0

  
\_\_\_\_\_  
Joseph V. Messina, Clerk, Governing Board of the  
William S. Hart Union High School District

STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

I, Joseph V. Messina, Clerk of the Governing Board of the William S. Hart Union High School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 11/12-36 of said Board, and that the same has not been rescinded, amended or repealed.

Dated this 1<sup>st</sup> day of February, 2012.

  
\_\_\_\_\_  
Joseph V. Messina, Clerk, Governing Board of the  
William S. Hart Union High School District



**EXHIBIT "A"**

**PROPOSED FORM OF BOND PURCHASE AGREEMENT**

§[Principal Amount]  
**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
2012 GENERAL OBLIGATION REFUNDING BONDS**

**BOND PURCHASE AGREEMENT**

February \_\_, 2012

Governing Board  
William S. Hart Union High School District  
21515 Centre Pointe Parkway  
Santa Clarita, California 91350

Ladies and Gentlemen:

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

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

The District acknowledges and agrees that (i) the purchase and sale of the Bonds (as hereinafter defined) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as the agent or fiduciary of the District, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) or (b) any other obligations to the District except the obligations expressly set forth in this Purchase Agreement and (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

**1. Purchase and Sale of the Bonds.** (a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$\_\_\_\_\_ in aggregate principal amount of the District’s general obligation refunding bonds captioned above (the “**Bonds**”).

(b) The Underwriter shall purchase the Bonds at a price of \$[Purchase Price], which is equal to the \$[Principal Amount] principal amount of the Bonds, plus an original issue premium of

\$ \_\_\_\_\_, less an Underwriter's discount of \$ \_\_\_\_\_ and payment of \$ \_\_\_\_\_ to U.S. Bank National Association, as Escrow Agent (the "**Escrow Agent**"), for the payment of the Series A Bonds (as further defined below), as further set forth in Section 13 herein. [The Bonds will be insured by the Insurer.]

**2. The Bonds.** (a) The Bonds shall be issued and shall bear interest at the rates, shall mature in the years and shall pay principal and accrued interest on the dates as set forth on Exhibit A attached to this Purchase Agreement and incorporated herein by this reference. The Bonds shall be dated their date of delivery.

(b) The Bonds shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of, the resolution of the District adopted on February [1], 2012 (the "**District Resolution**"), certain provisions of the California Constitution, Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the "**Act**"), and other applicable provisions of law.

(c) Certain provisions for the optional redemption of the Bonds, not otherwise specified in the District Resolution, are shown in Exhibit A hereto, all as provided in the District Resolution.

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

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

The Bonds are being issued to (a) refund on an advanced basis the outstanding general obligation bonds of the District captioned "William S. Hart Union High School District General Obligation Bonds, 2001 Election, Series A," (the "**Series A Bonds**") maturing on and after September 1, 2013, which are currently outstanding in the principal amount of \$ \_\_\_\_\_, and (b) pay certain costs of issuing the Bonds.

[The Bonds will be insured by the Insurer].

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

**4. Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and Exhibit A hereto. Subsequent to such initial public offering, the

Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market; and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

**5. Preliminary and Final Official Statement; Continuing Disclosure.**

(a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated [Date of POS] (the “**Preliminary Official Statement**”). The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), yield(s) to maturity, selling compensation, aggregate principal amount, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“**Rule 15c2-12**”) and consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Bonds by the Underwriter.

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

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

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

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

**6. Closing.** At 9:00 a.m., California time, on [Closing Date], or at such other time or on such other date as may be mutually agreed upon by the District and the Underwriter, the District will

deliver to the Underwriter (except as otherwise provided in the District Resolution), through the facilities of DTC utilizing DTC's FAST delivery system, 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 Bowie, Arneson, Wiles & Giannone ("**Bond Counsel**") in Newport Beach, California, the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to the County of Los Angeles, California (the "**County**"), on behalf of the District. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "**Closing**" and the date on which the Closing occurs is herein called the "**Closing Date**."

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

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

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement, to adopt the District Resolution, to perform its obligations under the District Resolution; (iii) and this Purchase Agreement, the Continuing Disclosure Certificate and the Escrow Agreement constitute valid and legally binding obligations of the District.

(c) Consents. Except for the actions of parties hereto, no consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the execution and delivery of this Purchase Agreement, the Continuing Disclosure Certificate or the Escrow Agreement, the issuance, delivery or sale of the Bonds or the consummation of the other transactions contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained.

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

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

(f) Litigation. As of the time of acceptance hereof and based on the advice of Bowie, Arneson, Wiles & Giannone, District counsel (“**District Counsel**”), no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District:

(i) in any way affecting the existence of the District or in any way challenging the respective powers of the several officers of the District required to execute any documents, certificates or official statements in connection with the delivery of the Bonds or of the titles of the officials of the District to such offices; or

(ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of taxes of the District pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or, the levy of any taxes contemplated by the District Resolution; or

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

(iv) in which a final adverse decision could (a) result in any material adverse change in the ability to pay debt service on the Bonds, (b) adversely affect the consummation of the transactions contemplated by this Purchase Agreement or the District Resolution, (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 from California personal income taxation, or (d) declare this Purchase Agreement, the Continuing Disclosure Certificate or the Escrow Agreement to be invalid or unenforceable in whole or in material part.

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

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

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

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

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

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

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

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

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

(c) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking in the Continuing Disclosure Certificate to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with Rule 15c2-12.

**9. Covenants of the District.** The District covenants and agrees with the Underwriter that:

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

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes for which the Bonds were authorized.

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Purchase Agreement is signed, and in sufficient time to accompany any confirmation that requests payment from any customer, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as are accepted by the Underwriter and the District, (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities (including a representative number of originally executed copies) as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of

the MSRB and the District authorizes the Underwriter to file, to the extent required by applicable Securities and Exchange Commission or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Official Statement with the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system) or other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filings referred to above).

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

(e) Amendments to Official Statement. During the period ending on the twenty-fifth day after the End of the Underwriting Period (as defined below), the District (i) will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter objects in writing or which is disapproved by the Underwriter (the Underwriter's approval of such amendment or supplement may not be unreasonably withheld); and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary, to make the statements therein, in the light of the circumstances under which they were made, not misleading. If in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall immediately prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time such supplemental Official Statement is delivered to a purchaser, not misleading. If any such amendment or supplement of the Official Statement shall occur after the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such amendment or supplement to the Official Statement. For purposes hereof, the phrase "**End of the Underwriting Period**" shall occur on the later of (a) the Closing Date or (b) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

**10. Conditions to Closing.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of 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 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 District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement.



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

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

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

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

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

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

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

(ii) The statements contained in the Official Statement on the cover and under the captions "INTRODUCTION" (other than under the subheadings "Application for Bond Insurance" and "Other Information" as to which no opinion need be expressed), "THE BONDS," "SECURITY FOR THE BONDS," and "LEGAL MATTERS – Tax Exemption," and in Appendix D thereto, insofar as such statements purport to describe certain provisions of the Bonds, the District Resolution, or to state legal conclusions and Bond Counsel's opinion regarding the tax-exempt nature of the Bonds (but excluding Appendices A, B, C and F, information regarding Bond Insurance (as defined below), the Bond Insurer, the Los Angeles County Pooled Surplus Investments Fund, DTC and its book-entry only system as to which no opinion need be expressed), are accurate in all material respects.

(iii) The Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the District Resolution is exempt from qualification

pursuant to the Trust Indenture Act of 1939, as amended.

(4) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the District (“**Disclosure Counsel**”), addressed to the Underwriter and the District, dated the Closing Date, to the effect that:

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

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

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

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

(ii) the representations, agreements and warranties of the District in this Purchase Agreement are true and correct in all material respects as of the date of Closing;

(iii) the District has complied with all the terms of the District Resolution and this Purchase Agreement to be complied with prior to or concurrently with the Closing and such documents are in full force and effect; and

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

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

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

(i) to the best of its knowledge, as of the Closing, the information set forth in Appendix G to the Preliminary Official Statement and the Official Statement, describing the Los Angeles County Investment Pool, is accurate.

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

(8) District Resolution. A certificate, together with fully executed copies of the District Resolution, of the Clerk of the District Governing Board to the effect that: (i) such copies are true and correct copies of the District Resolution, and (ii) the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

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

(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 Rule 15c2-12.

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

(12) Underwriter's Certifications. At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the purchase price thereof, the underwriter will provide (or cause to be provided) to the District:

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

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

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

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

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

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

(17) Ratings. Evidence satisfactory to the Underwriter that the Bonds have been rated “\_\_\_” by Moody's Investors Service, as a result of the Bond Insurance provided by the Bond Insurer, evidence that the underlying ratings of the Bonds is “\_\_\_” by Moody's Investors Service and evidence that none of these ratings has been revoked or downgraded.]

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

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

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

(21) Escrow Agreement relating to the Payment of the Series A Bonds. A copy of the Escrow Agreement by and between the District and U.S. Bank National Association relating to the payment of the Series A Bonds.

(22) Defeasance Opinion. A defeasance opinion of Bond Counsel, dated the Closing Date, addressed to the District and the Underwriter relating to payment of the Series A Bonds in form and substance satisfactory to the Underwriter and the District.

(23) Escrow Agent Counsel Opinion. An opinion of counsel to the Escrow Agent, addressed to the Underwriter and the District and dated the date of the closing, to the effect that:

(i) the Escrow Agent is a national banking association, duly organized and validly existing under the laws of the United States, having full corporate power and being qualified to enter into and perform the Escrow Agreement; and

(ii) the Escrow Agreement has been duly authorized, executed and delivered by the Escrow Agent and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Escrow Agent enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(26) General Resolution of the Escrow Agent. A certified copy of the general resolution of the Escrow Agent authorizing the execution and delivery of certain documents by certain officers of the Escrow Agent, which resolution authorizes the execution and delivery of the Escrow Agreement.

(27) Certificate of Escrow Agent. A certificate of the Escrow Agent, dated the date of Closing, to the effect that as of the date of Closing (i) the Escrow Agent is duly organized and existing as a national banking association in good standing under the laws of the United States having the full power and authority to enter into and perform its duties under the Escrow Agreement; (ii) the Escrow Agent has duly authorized, executed and delivered the Escrow Agreement, and by all proper corporate action has authorized the acceptance of the duties and obligations of the Escrow Agent under the Escrow Agreement; (iii) the execution and delivery by the Escrow Agent of the Escrow Agreement and compliance with the terms thereof will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Escrow Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Escrow Agent or any of its activities or properties, or (except with respect to the lien of the Escrow Agreement) 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 Escrow Agent; (iv) exclusive of federal or state securities laws and regulations, other than routine filings required to be made with governmental agencies in order to preserve the Escrow Agent's authority to perform a trust business (all of which routine filings, to the best of the Escrow Agent's knowledge, have been made), no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Escrow Agent is or will be required for the execution and delivery by the Escrow Agent of the Escrow Agreement; and (v) there is no litigation pending or threatened against or affecting the Escrow Agent to restrain or enjoin the Escrow Agent's participation in, or in any way contesting the powers of the Escrow Agent with respect to the transactions contemplated by the Escrow Agreement or in any way contesting or affecting the validity or enforceability of the Escrow Agreement.

(28) Verification Report. A verification report and opinion addressed to the District and the Underwriter, dated the date of the Closing, from Causey, Demgen & Moore, Inc., in form and substance acceptable to Bond Counsel and the Underwriter with respect to the sufficiency of moneys held under the Escrow Agreement to pay the Series A Bonds as provided in the Escrow Agreement.

(29) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (ii) the due performance or satisfaction by 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.

If the District is 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 District in writing, or by telephone or facsimile, confirmed in writing.

Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the 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.

**11. Underwriter's Right to Terminate.** (a) Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds have not been delivered by the District to the Underwriter prior to the close of business, Pacific Standard Time, on [Closing Date], then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

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

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

(2) an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

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

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

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

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

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

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

(9) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and which the District fails or is unwilling to correct by the submission of supplemental information.

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

**13. Expenses and Other Matters.** (a) The Underwriter shall pay [\$\_\_\_\_\_] directly to the Insurer for the Bond Insurance premium, such amount derived from original issue premium retained and utilized by the Underwriter for this purpose at the direction of the District]. The District shall pay from the proceeds of the Bonds the other costs and expenses incurred in the issuance and sale of the Bonds, as described in subsection (b) below in an aggregate amount estimated at \$\_\_\_\_\_. The District directs the Underwriter to pay to U.S. Bank National Association, as custodian pursuant to a custodian agreement between the District and U.S. Bank, \$\_\_\_\_\_ from the net proceeds of the Bonds which the District anticipates to use for such purposes. If the proceeds allocated to such purpose exceed the costs of issuance, such excess amount shall be paid over to the County, on behalf of the District, for deposit in the Debt Service Fund for the Bonds established pursuant to the District Resolution. If the costs of issuance exceed the bond proceeds allocated to such purpose, such excess costs of issuance shall be paid by the District as set forth in Section 13(e), below.

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

(c) The Underwriter shall pay to U.S. Bank National Association, as Escrow Agent, in connection with the payment and redemption of the Series A Bonds, \$\_\_\_\_\_.

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

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

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

If to the District: Superintendent  
William S. Hart Union High School District  
21515 Centre Pointe Parkway  
Santa Clarita, CA 91350

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

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

**15. Parties in Interest; Survival of Representations and Warranties.**

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

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



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

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

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

**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

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

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

Very truly yours,

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

By: \_\_\_\_\_  
Managing Director

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

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Authorized Officer

Time of Execution: February \_\_, 2012  
\_\_ p.m. EDT

**EXHIBIT A**

\$ \_\_\_\_\_

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
2012 GENERAL OBLIGATION REFUNDING BONDS**

**CERTAIN BOND TERMS AND MATURITY SCHEDULES**

Maturity Schedules

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	Price
2012	\$	%	%	
2013				
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				[C]
2027	\$ _____.			[C]

C = Priced to par call date of \_\_\_\_\_, 20\_\_.

## **REDEMPTION PROVISIONS**

The Bonds maturing on or before September 1, 2022, are not subject to optional redemption before maturity. The Bonds maturing on or after September 1, 2023, are subject to redemption at the option of the District, as a whole or in part as directed by the District, and if not so directed then in inverse order of maturity and by lot within each maturity, from any source of available fund, on September 1, 2022, or on any date thereafter at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

**EXHIBIT B**  
**FORM OF DISTRICT COUNSEL OPINION**

**[Closing Date]**

William S. Hart Union High School District  
21515 Centre Pointe Parkway  
Santa Clarita, California 91350

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

Re:     \$\_\_\_\_\_ William S. Hart Union High School District  
          2012 General Obligation Refunding Bonds  
          **Opinion of District Counsel**

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Ladies and Gentlemen:

We have acted as District Counsel for the William S. Hart Union High School District (“District”) in connection with the proceedings for the issuance and sale by the District of \$\_\_\_\_\_ principal amount of William S. Hart Union High School District 2012 General Obligation Refunding Bonds (“Bonds”). The Bonds are being issued pursuant to a Resolution of the Governing Board of the District, adopted on February [1], 2012 (Resolution No. 11/12-36) (the “District Resolution”), in accordance with the provisions of the California Constitution, the statutory authority set forth in Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and Title 1, Division 1, Part 10, Chapter 2 of the California Education Code, commencing with Section 15200 and related California law. The Bonds are being issued to refund certain outstanding general obligation bonds of the District.

This letter is delivered to you pursuant to Section 10(d)(9) of the Bond Purchase Agreement for the Bonds, dated February \_\_, 2012 (“Purchase Agreement”), entered into by and among the District, the County and Stifel, Nicolaus & Company, Incorporated dba Stone & Youngberg, a Division of Stifel Nicolaus (“Underwriter”).

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

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions. The opinions may be affected by actions or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether (or not) any such actions or events occur. As to questions of fact material to our opinions, we have relied upon

the documents and matters referred to herein, and we have not undertaken by independent investigation to verify the authenticity of signatures or the accuracy of the factual matters represented, warranted or certified therein. In making our examination of the documents referenced herein, we have assumed that each party to one or more of the documents referenced herein, other than the District, has the power to enter into and perform its obligations thereunder, has duly authorized, executed and delivered such documents, and that such documents constitute the legal, valid and binding obligations of such party. Furthermore, we have assumed all compliance with all covenants contained in the District Resolution and in certain other documents. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum or waiver provisions contained in the documents described herein.

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

- (i) the proceedings relating to the call and conduct of the general obligation bond election conducted on November [6], 2001, within the boundaries of the District (“Election”);
- (ii) the District Resolution;
- (iii) the Purchase Agreement;
- (iv) the Escrow Agreement;
- (v) the Continuing Disclosure Certificate provided by the District with respect to the Bonds, dated as of [February] 1, 2012 (“Continuing Disclosure Certificate”);
- (vi) the Official Statement, dated as of February \_\_\_, 2012 (“Official Statement”), prepared with respect to the Bonds; and
- (vii) such other documents, including, but not limited to, certificates of the District and the County delivered in connection with the issuance of the Bonds, as we have deemed necessary to render the opinions set forth below.

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

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

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

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

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

1. The District is a public school district duly organized and existing under the Constitution and the laws of the State of California ("State");
2. The District Resolution was duly adopted at a meeting of the Governing Board of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;
3. To the best of our knowledge, based on the litigation search and other informational sources referenced herein, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the District (i) impacting the existence of the District or the titles of its officers to their respective offices, (ii) which would materially adversely impact the District's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the repayment of the Bonds or in any way contesting or affecting the validity of the Election, the Purchase Agreement, the Escrow Agreement, the District Resolution or the 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 Election, the Purchase Agreement, the Escrow Agreement, the District Resolution or the Bonds or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or (iii) contesting the status of the interest on the Bonds as excludable from gross income for federal income tax purpose or as exempt from any applicable State tax, in each case as described in the Official Statement;
4. To the best of our knowledge, the obligations of the District under the Bonds, and the approval of the Official Statement and compliance with the provisions thereof, and the execution of and performance of the provisions of the Purchase Agreement and the Continuing Disclosure Certificate, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the

District a breach of or default under any agreement or other instrument to which the District is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the District is subject;

5. The Escrow Agreement has been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the Escrow Agent, is a legally valid and binding agreement of the District, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, reorganization, moratorium, insolvency or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State; and
6. No authorization, approval, consent, or other order of the State, or other governmental authority or agency within the State, is required, other than any which have been obtained or secured, for the valid authorization of the Bonds, the execution of the Purchase Agreement or the Continuing Disclosure Certificate by the District or the approval of the Official Statement.

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

We have not undertaken any duty and expressly disclaim any responsibility to advise you as to events occurring after the date hereof with respect to the Bonds. We have not undertaken any duty and expressly disclaim any responsibility to supplement or update this opinion letter nor to advise you or any other party if there is a change in law or facts or new facts come to our attention subsequent to the date hereof which may affect the opinions expressed above and/or which may cause us to amend any portion of this opinion letter in full or in part. Furthermore, future acts or omissions of the parties may serve to modify, alter or change the circumstances under which this opinion letter was prepared and upon which the opinions herein were rendered. We have not undertaken to determine, or to inform any person, whether (or not) any such actions or events occur. Also, actions, conduct or omissions by a party may create a situation of waiver, estoppel or novation which would supplant the opinions set forth in this opinion letter. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

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



quoted, or otherwise referred to by you for any other purpose whatsoever or delivered to any other person without our prior written consent.

Very truly yours,

Bowie, Arneson, Wiles & Giannone

**EXHIBIT C**

**FORM OF UNDERWRITER ISSUE PRICE CERTIFICATE**

\$ \_\_\_\_\_

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
2012 GENERAL OBLIGATION REFUNDING BONDS**

**CERTIFICATE OF THE UNDERWRITER**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated dba Stone & Youngberg, a Division of Stifel Nicolaus, as Underwriter (“Underwriter”) of the \$ \_\_\_\_\_ William S. Hart 2012 General Obligation Refunding Bonds (the “Bonds”) hereby makes the representations, and provides the certifications, contained in this certificate based on the information available to it concerning the Bonds to the William S. Hart Union High School District (the “District”) and Bowie, Arneson, Wiles & Giannone, Bond Counsel, as follows:

1. Issue Price.

- 1.1 As of the date a purchase agreement was signed with respect to the Bonds (the “Sale Date”), based upon expectations and actual facts, we reasonably expected to sell a substantial amount of each maturity (i.e., at least 10%) of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriter or wholesalers) in a bona fide public offering at the prices listed on Schedule A.
- 1.2 The Initial Offering Prices of the Bonds of each maturity (and stated interest rates, and/or yields) reflected the assessment by the Underwriter of the reasonable range of fair market prices of the Bonds as of the Sale Date.
- 1.3 As of the date of execution of the attached Tax Certificate, all of the Bonds have actually been offered to the general public at the prices listed in Attachment A.
- 1.4 As of the Sale Date, at least 10% of each maturity of the Bonds [(excluding the Bond maturities for \_\_\_\_\_)] was initially sold to the general public for the respective Initial Offering Prices.

2. Arbitrage Yield.

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

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

3. Other Calculations.

Subject to the same limitations set out in Section 2 above, the Underwriter provides the following information in connection with the Bonds.

- 3.1 The Underwriter has calculated the total net interest cost to maturity of the Bonds plus the principal amount of the Bonds as compared to the net interest cost to maturity of the Series A Bonds plus the principal amount of the Series A Bonds and has determined that the net present value savings amount is \$\_\_\_\_\_.
- 3.2 Subject to the methodology set out in Section 2 above, the Underwriter has calculated the weighted average maturity of the outstanding Series A Bonds as \_\_\_\_\_ years.

4. Defined Terms.

Capitalized terms used in this certificate, unless otherwise defined herein or in the resolution of the Governing Board of the District (Resolution No. 11/12-36) adopted on February [1], 2012 (“District Resolution”), shall have the meaning(s) given to such terms in the Tax Certificate provided in connection with the execution and delivery of the Bonds.

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

Dated: [Closing Date]

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

By: \_\_\_\_\_  
Managing Director

**ATTACHMENT "A"**

**2012 General Obligation Refunding Bonds  
Purchase Information**

Serial Bonds

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
2012 GENERAL OBLIGATION REFUNDING BONDS**

**RULE 15C2-12 CERTIFICATE**

I certify that I am a duly appointed and acting official of the William S. Hart Union High School District (the "District"), and further hereby certify as follows:

- (1) This Certificate is delivered in connection with the offering and sale of the bonds captioned above (the "Bonds") in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").
- (2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, setting forth information concerning the Bonds and the District (the "Preliminary Official Statement").
- (3) As used herein, "Permitted Omissions" means the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, redemption terms, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.
- (4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final as of its date within the meaning of Rule 15c2-12.

Dated: February \_\_, 2012

WILLIAM S. HART UNION HIGH SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT "B"**

**FORM OF REFUNDING BOND**

**REGISTERED  
NO.**

**REGISTERED  
§**

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
2012 GENERAL OBLIGATION REFUNDING BOND  
(Los Angeles County, California)**

<b>INTEREST RATE:</b>	<b>MATURITY DATE:</b>	<b>DATED AS OF:</b>	<b>CUSIP®:</b>
_____ %	September 1, 20__	_____, 2012	000000 XX0

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:** DOLLARS

The **WILLIAM S. HART UNION HIGH SCHOOL DISTRICT** ("District") in Los Angeles County ("County"), California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on March 1 and September 1 ("Bond Payment Dates"), commencing September 1, 2012. 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 Business Day following the Record Date 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 August 15, 2012, in which event it shall bear interest from \_\_\_\_\_, 2012. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, on one or more predecessor bonds) is registered ("Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association ("Paying Agent"); provided, however, that if at the time of authentication of any Bond, interest is then in default on the Outstanding Bonds, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment thereon. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal is payable upon presentation and surrender of this Bond at the Office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Owner of this Bond as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date ("Record Date"). The Owner of an aggregate Principal Amount of \$1,000,000 or more of Bonds may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an authorization of bonds issued by the William S. Hart Union High School District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (“Act”) for the purpose of refunding certain outstanding William S. Hart Union High School District General Obligation Bonds, as issued, and to pay all necessary legal, financial and contingent costs in connection therewith. The Bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Governing Board of the District (Resolution No.11/12-36) adopted on February 1, 2012 (“Bond Resolution”). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount (except for certain classes of personal property which are taxed at limited rates).

The Bonds of this issue are issuable only as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof. Subject to the provisions of the Resolution relating to the book entry system, this Bond is exchangeable and transferable for bonds of other authorized denominations at the office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges 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, the County nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before September 1, 2022, are not subject to optional redemption prior to maturity. The Bonds maturing on or after September 1, 2023, are subject to redemption at the option of the District, as a whole or in part as selected and directed by the District, and, if not so directed, in inverse order of maturity and by lot within each maturity, from any source of available funds, on September 1, 2022, or on any Bond Payment Date thereafter at the following prices, expressed as a percentage of the principal amount to be redeemed, plus accrued interest represented thereby to the redemption date:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2022 and thereafter	100.0%

[THE FOLLOWING TO APPEAR ON THE TERM BONDS, IF ANY:]

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

<u>Redemption Year</u>	<u>Principal Amount</u>
20__	\$ _____
20__	_____
20__ (maturity)	_____ ]

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

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

Notice of redemption shall be registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, or if the original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective owners of any registered Bonds designated for redemption at their addresses appearing on the Registration Books, in every case at least 30, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice or failure to send such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds, nor entitle the owner thereof to interest beyond the date given for redemption.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bonds during a period beginning with the opening of business on the Business Day following the Record Date next preceding 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 any day on which the applicable notice of redemption is given; or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

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



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

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds 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 owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution and the laws of the State of California governing the issue of the Bonds.

**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, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

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 William S. Hart Union High School District, Los Angeles County, California, has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the District's Governing Board, and to be countersigned by the manual or facsimile signature of the Clerk of the District's Governing Board, all as of the date stated hereof.

WILLIAM S. HART UNION HIGH SCHOOL  
DISTRICT

***-EXHIBIT-***

By \_\_\_\_\_  
President of the Governing Board

COUNTERSIGNED:

***-EXHIBIT-***

\_\_\_\_\_  
Clerk of the Governing Board

**CERTIFICATE OF AUTHENTICATION**

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

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

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

***-EXHIBIT-***

By: \_\_\_\_\_  
Authorized Signatory

**FORM OF ASSIGNMENT**

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

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

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

***-EXHIBIT-***

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

Signature Guaranteed:

***-EXHIBIT-***

\_\_\_\_\_  
Signature must be guaranteed by an eligible guarantor institution.

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

**[STATEMENT OF INSURANCE]**

**FORM OF BOND COUNSEL OPINION**

*(TEXT OF LEGAL OPINION)*

**EXHIBIT "C"**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

**CONTINUING DISCLOSURE CERTIFICATE**

\$ \_\_\_\_\_  
**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
2012 GENERAL OBLIGATION REFUNDING BONDS  
(Los Angeles County, California)**

**CONTINUING DISCLOSURE CERTIFICATE**

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the William S. Hart Union High School District (the "District") in connection with the issuance of the bonds captioned above (the "Bonds"). The Bonds are being issued by the District under a resolution adopted by the Governing Board of the District on \_\_\_\_\_, 2012 (the "Bond Resolution"). The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the District's fiscal year (currently March 31 based on the District's fiscal year end of June 30).

"*Dissemination Agent*" means Dolinka Group, LLC, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement dated \_\_\_\_\_, 2012, executed by the District in connection with the issuance of the Bonds.



*"Participating Underwriter"* means Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus, the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

*"Rule"* means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

### Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2012, with the report for the 2010-11 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate, with a copy to the Participating Underwriter; **provided, however, that the first Annual Report due by March 31, 2012, shall consist solely of a copy of the Official Statement.** Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, with a copy to the Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the District, file a report with the District, with a copy to the Participating Underwriter, certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following documents and information:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from

time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not contained in the audited financial statements filed pursuant to the preceding clause (a), the Annual Report shall contain information showing:

(i) the average daily attendance in District schools on an aggregate basis for the preceding fiscal year;

(ii) pension plan contributions made by the District for the preceding fiscal year;

(iii) aggregate principal amount of short-term borrowings, lease obligations and other long-term borrowings of the District as of the end of the preceding fiscal year;

(iv) description of amount of general fund revenues and expenditures which have been budgeted for the current fiscal year, together with audited actual budget figures for the preceding fiscal year;

(v) the District's total revenue limit for the preceding fiscal year;

(vi) prior fiscal year total secured property tax levy and collections, showing current collections as a percent of the total levy;

(vii) current fiscal year assessed valuation of taxable properties in the District;

(viii) the balance in the Debt Service Fund as of a date within 45 days preceding the date of the Annual Report;

(ix) the balance in any fund, account or subaccount thereunder, if any, as of a date within 45 days preceding the date of the Annual Report related to the Bonds not referenced in clauses (i), (iii) or (iv) hereof; and

(x) the top ten property owners in the District for the then-current fiscal year, as measured by secured assessed valuation, the amount of their respective taxable value and their percentage of total secured assessed value, if the aggregate percentage of the top ten property owners of the total secured assessed value is greater than 5%.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the School District.
- (13) The consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

(b) If a Listed Event occurs, and, if the Listed Event is described in subsections (a)(2), (a)(6), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13) or (a)(14) above, the School District determines that knowledge of the occurrence of that Listed Event would be material under applicable Federal securities law, the School District shall, or shall notify the Dissemination Agent (if not the School District) in writing and direct the Dissemination Agent to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event, with a copy to the Participating Underwriter. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the School District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the earliest to occur of the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5.

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a different Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances

that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Bond Resolution for amendments to the Bond Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default

under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Issuer: William S. Hart Union High School District  
21515 Centre Pointe Parkway  
Santa Clarita, California 91350  
Attention: Superintendent  
Fax: (661) 259-4762

To the Participating Underwriter: Stifel, Nicolaus & Company, Incorporated  
One Ferry Building  
San Francisco, California 94111  
Attention: Municipal Research Department  
Fax: (415) 445-2395

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: \_\_\_\_\_, 2012

WILLIAM S. HART UNION HIGH  
SCHOOL DISTRICT

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

ACCEPTED AND AGREED:

Dolinka Group, LLC,  
as Dissemination Agent

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: William S. Hart Union High School District

Name of Bond Issue: William S. Hart Union High School District  
2012 General Obligation Refunding Bonds

Date of Issuance: \_\_\_\_\_, 2012

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated \_\_\_\_\_, 2012, executed by the District with respect to the Bonds. The District anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

WILLIAM S. HART UNION HIGH  
SCHOOL DISTRICT

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