BEFORE THE BOARD OF EDUCATION OF THE
JEFFERSON SCHOOL DISTRICT
SAN JOAQUIN COUNTY, CALIFORNIA

RESOLUTION NO. 2022-01-02

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $40,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS PURSUANT TO A BOND PURCHASE AGREEMENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE BOND PURCHASE AGREEMENT, AN ESCROW AGREEMENT, AND AN OFFICIAL STATEMENT RELATING TO THE REFUNDING BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY AGREEMENTS AND OTHER DOCUMENTS RELATING TO THE REFUNDING BONDS

WHEREAS, at an election duly called and regularly held in the Jefferson School District (the "District"), located in the County of San Joaquin (the "County") on November 2, 2010, the qualified electors of the District authorized the issuance of not to exceed $35,400,000 aggregate principal amount of general obligation bonds (the "2010 Authorization") to finance the addition and modernization of school facilities (the "Projects"); and

WHEREAS, in order to provide financing for certain of the Projects, a portion of said authorized bonds in the aggregate initial principal amount of $6,397,193.50, designated "Jefferson School District (San Joaquin County, California), General Obligation Bonds, 2010 Election, Series A," were issued May 11, 2011 (the "Series A Bonds"); and

WHEREAS, in order to provide financing for certain of the Projects, a portion of said authorized bonds in the aggregate initial principal amount of $22,999,469.90, designated "Jefferson School District (San Joaquin County, California), General Obligation Bonds, 2010 Election, 2013 Series B," were issued June 6, 2013 (the "Series B Bonds"); and

WHEREAS, in order to provide financing for certain of the Projects, a portion of said authorized bonds in the aggregate initial principal amount of $3,814,068.70, designated "Jefferson School District (San Joaquin County, California), General Obligation Bonds, 2010 Election, 2014 Series C (Bank Qualified)," were issued September 25, 2014 (the "Series C Bonds," and together with the Series A Bonds and Series B Bonds, the "Prior Bonds"); 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, commencing with Sections 53550 and 53580, respectively, thereof (the "Refunding Bond Law"), refunding bonds are authorized to be issued to refund bonds issued for the purposes set forth in the ballot measure submitted to the voters; and

WHEREAS, in order to take advantage of a more favorable cost of borrowing, the Board of Education of the District (the "Board") deems it necessary and desirable that the District issue

and sell, on its own behalf at a negotiated sale, refunding bonds authorized by the Refunding Bond Law to refund a portion of the Prior Bonds, a portion of which is on an advanced refunding basis and a portion of which is on a current refunding basis, in a series denominated the "Jefferson School District 2022 General Obligation Refunding Bonds" (the "Refunding Bonds") in an aggregate principal amount not exceeding $40,000,000, according to the terms and in the manner hereinafter set forth; and

WHEREAS, the Board has retained RBC Capital Markets, LLC, as its Underwriter (the "Underwriter"), Eastshore Consulting LLC as its Municipal Advisor, and Lozano Smith, LLP, as its Bond Counsel, Disclosure Counsel and District Counsel, in connection with the issuance of the Refunding Bonds; and

WHEREAS, the District now desires to authorize the issuance and sale of the Refunding Bonds at a negotiated sale pursuant to the terms set forth in this Resolution; and

WHEREAS, the Board has determined that it may be in the best interest of the District to obtain an insurance policy to secure the timely payment of the principal of and interest on the Refunding Bonds; and

WHEREAS, a form of Bond Purchase Agreement, proposed to be entered into between the Underwriter and the District for the negotiated sale of the Refunding Bonds to the Underwriter and providing for the Underwriter's public reoffering of the Refunding Bonds, has been prepared and is on file with the Secretary of the Board; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Refunding Bonds, the Underwriter must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Refunding Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to satisfy such requirement under Rule 15c2-12, the District desires to execute and deliver a Continuing Disclosure Certificate; and

WHEREAS, a copy of the standard disclosure made by the Underwriter in compliance with Rule G-17 adopted by the Municipal Securities Rulemaking Board has been delivered to the District, a copy of which is on file with the Secretary to the Board; and

WHEREAS, a form of the Official Statement, in the form of the Preliminary Official Statement, to be distributed in connection with the public offering of the Refunding Bonds has been presented to the Board and is on file with the Secretary of the Board; and

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, the Board has obtained from its Municipal Advisor, Eastshore Consulting LLC, good faith estimates of (a) the true interest cost of the Refunding Bonds, (b) the finance charge of the Refunding Bonds, which means the sum of all fees and charges paid to third parties with respect to the Refunding Bonds, (c) the amount of proceeds of the Refunding Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, and (d) the aggregate sum total of all debt service payments made on the Refunding Bonds, calculated to the final maturity of the Refunding Bonds, plus the fees and charges paid to third parties not paid with the proceeds of the Refunding Bonds, and such estimates are disclosed and set forth in ***Exhibit A*** attached hereto; and

WHEREAS, Government Code section 8855 places certain responsibilities on any issuer of public debt, including a requirement that such issuers have, prior to the sale of any debt issue, adopted local debt management policies that meet certain criteria; and

WHEREAS, the District is in compliance with Government Code section 8855 pre-issuance requirements, the Refunding Bonds are in compliance with the District's adopted Debt Management Policy, and the District will comply with all post-issuance requirements of Government Code section 8855; and

WHEREAS, the District desires that the County levy and collect *ad valorem* property taxes on all taxable property within the District sufficient to provide for payment of the Refunding Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County (the "Board of Supervisors"), the Auditor-Controller of the County, the Treasurer-Tax Collector of the County and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of the Refunding Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

WHEREAS, the Board has determined that all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Jefferson School District, as follows:

SECTION 1. Recitals. All of the above recitals are true and correct and the Board so finds.

SECTION 2. Interpretation; Definitions. Unless the context otherwise indicates, words expressed in this Resolution in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes 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 do 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, unless otherwise noted; 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.

Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms used in this Resolution have the meanings given them as follows:

"Accreted Value" means an amount equal to the initial principal (denominational) amount of a Capital Appreciation Bond plus interest accreted thereon from the dated date, compounding on the first Interest Payment Date after issuance and semiannually thereafter on each subsequent Interest Payment Date. Accreted value on any date other than an Interest Payment Date is equal to the ratable portion of the difference between the Accreted Value computed as of the immediately preceding Interest Payment Date and the Accreted Value computed as of the immediately succeeding Interest Payment Date, calculated based on the assumption that the Accreted Value increases during any period in equal daily amounts along a straight-line interpolation between Interest Payment Dates.

"Auditor-Controller" means the auditor-controller of the County.

"Authorized Officers" means, collectively, (i) the President of the Board, (ii) the District's Superintendent, or such other officer or employee of the District as the Superintendent may designate, and (iii) the District's Chief Business Officer. Each of the Authorized Officers is an "Authorized Officer."

"Board" means the Board of Education of the District.

"Board of Supervisors" means the Board of Supervisors of the County.

"Bond Counsel" means Lozano Smith, LLP, or such other firm of nationally recognized standing in the field of law relating to municipal bonds.

"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.

"Bond Purchase Agreement" means the Bond Purchase Agreement relating to the sale of the Refunding Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

"Bond Register" means the records maintained by the Paying Agent for the registration of the ownership and transfer of ownership of the Refunding Bonds.

"Capital Appreciation Bonds" means the Refunding Bonds designated as such in the Bond Purchase Agreement, the interest on which is compounded semiannually and is payable in full at maturity as shown in the table of Accreted Values for such Capital Appreciation Bonds.

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Refunding Bonds.

"Closing Date" means the date when the Refunding Bonds are issued, duly authenticated by the Paying Agent, and delivered to the Underwriter.

"Code" or "Tax Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Refunding Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Refunding Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Compounding Dates" means February 1 and August 1 of each year, commencing on August 1, 2022, being, with respect to the Capital Appreciation Bonds, the dates on which interest is compounded, or such other dates as may be set forth in the Bond Purchase Agreement.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed and delivered by the District relating to the Refunding Bonds.

"County" means San Joaquin County, a political subdivision of the State of California.

"Current Interest Bonds" means the Refunding Bonds, the interest on which is payable on each Interest Payment Date specified for such Refunding Bonds as designated and maturing in the years and in the amounts set forth in the Bond Purchase Agreement.

"Debt Service Fund" shall have the meaning set forth in Section 6(f) hereof, and which fund shall be that fund referred to as "interest and sinking fund" pursuant to Section 15146 of the California Education Code.

"Denominational Amount" means, with respect to the Capital Appreciation Bonds, the initial principal amount of such Refunding Bonds.

"District" means the Jefferson School District, a unified school district and a political subdivision of the State.

"DTC" means the Depository Trust Company, 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, and its successors and assigns.

"Escrow Agent" means Zions Bancorporation, National Association, as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement relating to the Prior Bonds, by and between the District and the Escrow Agent.

"Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations issued by any agency or department of the United States which are secured, directly or indirectly, by the full faith and credit of the United States (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), and which are not callable by the issuer thereof prior to maturity.

"Federally Taxable Bonds" means bonds, the interest on which is not excluded from gross income of the Owner thereof for federal income tax purposes, under Section 103 of the Code.

"Indemnified Parties" shall have the meaning set forth in Section 19 hereof.

"Interest Payment Date" means August 1, 2022 (or such other date as set forth in the Bond Purchase Agreement), and the first day of each succeeding February and August until the final maturity date of Refunding Bonds.

"Maturity Value" means, with respect to any Capital Appreciation Bond, the Accreted Value of such Capital Appreciation Bond to be paid at maturity.

"Municipal Advisor" means Eastshore Consulting LLC, as municipal advisor to the District.

"Official Statement" means the Official Statement of the District relating to the Refunding Bonds.

"Opinion of Bond Counsel" means an opinion of Bond Counsel passing upon such matters as specified in this Resolution.

"Owner" means, with respect to any Refunding Bond, the current registered holder of a Bond or Bonds to whom payments of principal and interest are made.

"Paying Agent" means Zions Bancorporation, National Association, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the Refunding Bonds in accordance with Section 9 hereof.

"Preliminary Official Statement" means the Preliminary Official Statement of the District relating to the Refunding Bonds.

"Principal" or **"Principal Amount"** means, with respect to any Refunding Bond, the principal amount thereof.

"Record Date" means, with respect to any Interest Payment Date for the Refunding Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

"Refunding Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 53580, respectively, thereof.

"Refunding Bonds" means the Jefferson School District 2022 General Obligation Refunding Bonds to be issued as Capital Appreciation Bonds and/or Current Interest Bonds, as provided herein and as otherwise provided in the Bond Purchase Agreement.

"State" means the State of California.

"Tax Certificate" means the Tax Certificate executed by the District in connection with the Refunding Bonds, dated the date of issuance of the Refunding Bonds and delivered to Bond Counsel.

"Taxable Bonds" means any Refunding Bonds not issued as Tax-Exempt Bonds.

"Tax-Exempt Bonds" means bonds, the interest on which is excluded from gross income of the Owner thereof for federal income tax purposes, under Section 103 of the Code.

"Term Bonds" means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Bond Purchase Agreement, if any.

"Treasurer" means the Treasurer-Tax Collector of the County or any authorized deputy thereof.

"Underwriter" means RBC Capital Markets, LLC, the original purchaser of the Bonds.

"Verification Agent" means Causey Demgen & Moore.

SECTION 3. Purpose, Authorization, and Designation of Bonds.

The Refunding Bonds are being issued for the purpose of refunding all or a portion of the Prior Bonds, which refunding is hereby approved. Such refunding shall be accomplished by paying the principal of and interest on the Prior Bonds to be refunded, due and payable through and including the earliest practicable date for which notice of redemption can be given (the "Redemption Date") and redeeming such Prior Bonds to be refunded on the applicable Redemption Date and paying the redemption price therefor, plus accrued interest thereon to the Redemption Date.

The Refunding Bonds described herein are being issued pursuant to the Refunding Bond Law and other applicable provisions of law. The Board hereby authorizes the issuance and sale of not to exceed Forty Million Dollars ($40,000,000) in aggregate principal amount of Refunding Bonds. The Refunding Bonds shall be denominated "Jefferson School District 2022 General Obligation Refunding Bonds," with such further designation therein as may be appropriate for the purpose of distinguishing one type of Refunding Bond from another. The Refunding Bonds shall be issued as Current Interest Bonds, Current Interest Term Bonds, Capital Appreciation

Bonds, and/or Capital Appreciation Term Bonds in accordance with Section 5 hereof, unless otherwise provided in the Bond Purchase Agreement.

In accordance with Section 53553 of the Refunding Bond Law, with respect to the Refunding Bonds, the Board hereby finds and acknowledges that the costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Sections 53550(e) and (f), and 53587 of the Government Code. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including Education Code Section 15232.

SECTION 4. Form of Bonds; Execution.

(a) *Form of Refunding Bonds*. The Refunding Bonds shall be issued in fully registered form without coupons. The Refunding Bonds and the certificate of authentication and registration and the form of assignment to appear on each of them, shall be in substantially the forms attached hereto as ***Exhibit B***, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds*. The Refunding Bonds shall be signed by the manual or facsimile signature of the President of the Board, and countersigned by the manual or facsimile signature of the Clerk of the Board, who are in office on the date of adoption of this Resolution or at any time thereafter. The facsimile signatures of the President and the Clerk of the Board may be printed, lithographed, engraved, or otherwise mechanically reproduced. If any officer whose signature appears on any Refunding Bond ceases to be such officer before delivery of the Refunding Bonds to the owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Refunding Bonds to the owner. Any Refunding Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Refunding Bond shall be the proper officers of the District although at the nominal date of such Refunding Bond any such person shall not have been such officer of the District.

(c) *Authentication.* The Refunding Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent. Only such Refunding Bonds as shall bear thereon a certificate of authentication in substantially the forms set forth in ***Exhibit B*** executed manually and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication of the Paying Agent shall be conclusive evidence that the Refunding Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 5. Terms of Bonds.

(a) *Description of Bonds*. The Refunding Bonds shall be issued in one or more series (or, if more than one series is issued, with such additional series designation). The Refunding Bonds shall be issued as Capital Appreciation Bonds and/or Capital Appreciation Term Bonds, and Current Interest Bonds and/or Current Interest Term Bonds, as and unless otherwise provided in the Bond Purchase Agreement.

(b) *Date of Refunding Bonds*. The Refunding Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(c) *Denominations*. The Refunding Bonds shall be issued in denominations of $5,000 principal amount or Maturity Value, or any integral multiple thereof.

(d) *Maturity*. The Refunding Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as set forth in the Bond Purchase Agreement. No Refunding Bond with its respective series shall mature later than the final maturity date applicable to the Prior Bonds being refunded with the proceeds of that series of Refunding Bonds. No Refunding Bond shall have principal maturing on more than one principal maturity date. Any one Refunding Bond may mature in the same year or years as any other Refunding Bond, without limitation.

(e) *Interest - Current Interest Bonds*. Subject to Section 11 hereof, the Refunding Bonds issued as Current Interest Bonds shall bear interest at an interest rate not to exceed the maximum rate per annum permitted by law, payable on the Interest Payment Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Refunding Bond, interest is in default on any 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 on the outstanding Refunding Bonds

(f) *Interest - Capital Appreciation Bonds*. The Capital Appreciation Bonds shall not bear current interest, rather, each Capital Appreciation Bond shall accrete in value daily over the term to its maturity (on the basis of a 360-day year consisting of twelve 30-day months), from its initial principal (denominational) amount on the date of issuance thereof to its stated Maturity Value at maturity thereof, on the basis of a constant interest rate (which, subject to Section 11 hereof, shall not exceed the maximum rate per annum permitted by law) compounded semiannually on each Interest Payment Date (with straight-line interpolations between Interest Payment Dates). The Accreted Value per $5,000 Maturity Value of the Capital Appreciation Bonds on each Interest Payment Date shall be given for reference in a table of Accreted Values to appear in the Capital Appreciation Bonds; provided, however, that the Accreted Value determined in accordance with this Section shall prevail over any different Accreted Value given

in such table. Interest on the Capital Appreciation Bonds shall be payable only upon maturity or prior redemption thereof.

Whenever in this Resolution reference is made to principal of and/or interest on the Refunding Bonds, such reference may be deemed to include or mean the initial principal/denominational amount, Accreted Value, and/or Maturity Value of the Capital Appreciation Bonds, as applicable, unless otherwise required by the context or by the express provisions of such reference.

SECTION 6. Payment of Bonds. (a) *Request for Tax Levy*. The money for the payment of principal, redemption premium, if any, and interest with respect to the Refunding Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the fund established pursuant to Section 15146 of the California Education Code and designated as the "Jefferson School District 2022 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund"). The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Refunding Bonds in such year, and to pay from such taxes all amounts due on the Refunding Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay the principal, redemption premium, if any, and interest on the Refunding Bonds as and when the same become due.

(b) *Principal*. The principal of the Refunding Bonds shall be payable in lawful money of the United States of America to the Owners thereof, upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date*. The interest on the Refunding Bonds shall be payable on each Interest Payment Date in lawful money of the United States of America to the Owners thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to each such Owner at such Owner's address as it appears on the Bond Register or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least $1,000,000 of outstanding Refunding Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

(d) *Debt Service Fund.* Principal and interest due on the Refunding Bonds shall be paid from the Debt Service Fund.

(e) *Obligation of the District.* No part of any fund or account of the County is pledged or obligated to the payment of the Refunding Bonds. The obligation for repayment of the Refunding Bonds is the sole obligation of the District, payable solely from taxes levied by the Board of Supervisors pursuant to Section 15250 of the California Education Code.

(f) *Statutory Lien*. Pursuant to Government Code section 53515, general obligation bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* property tax, and such lien automatically arises without the need for any action or authorization by the District or the Board. In addition to any statutory lien, such amounts collected by the County and held by the Treasurer on deposit in the Debt Service Fund are hereby irrevocably pledged to secure the payment of the principal and redemption price of, and interest on, the Refunding Bonds, in accordance with Government Code section 5451.

(g) *Insurance*. The payment of principal of and interest on all or a portion of the Refunding Bonds may be secured by a municipal bond insurance policy as shall be described in the Bond Purchase Agreement. Alternatively, the Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained.

SECTION 7. Redemption Provisions.

(a) *Optional Redemption*. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Bond Purchase Agreement; provided, however, that in accordance with Section 15144.2 of the California Education Code, any Refunding Bonds issued as Capital Appreciation Bonds that mature more than ten (10) years from their delivery date shall be subject to redemption, at the option of the District, with or without premium, beginning no later than the tenth (10th) anniversary of the its delivery date. If less than all of the Refunding Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(b) *Mandatory Sinking Fund Redemption*. The Refunding Bonds, if any, which are designated in the Bond Purchase Agreement as "Term Bonds" shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Refunding Bonds of that maturity optionally redeemed in accordance with the provisions hereof prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Refunding Bonds shall not be subject to mandatory sinking fund redemption.

The Auditor-Controller of the County is hereby authorized to create such sinking funds or accounts for the Refunding Bonds that are "Term Bonds" as shall be necessary to accomplish the purposes of this Section.

(c) *Notice of Redemption*. Notice of any redemption of the Refunding Bonds shall be mailed by the Paying Agent, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Bond Register, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice, (ii) the name of the Refunding Bonds and the date of issue of the Refunding Bonds, (iii) the redemption date, (iv) the redemption price, (v) the dates of maturity of the Refunding Bonds to be redeemed, (vi) if less

than all of the Refunding Bonds of any maturity are to be redeemed, the distinctive numbers of the Refunding Bonds of each maturity to be redeemed, (vii) in the case of Refunding Bonds redeemed in part only, the respective portions of the principal amount or Accreted Value/initial principal amount of the Refunding Bonds of each maturity to be redeemed, (viii) the CUSIP number, if any, of each maturity of Refunding Bonds to be redeemed, (ix) a statement that such Refunding Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent, (x) notice that further interest on such Refunding Bonds will not accrue or accrete after the designated redemption date, and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

Neither the failure of the Owners of any Refunding Bonds or by any securities depository or information service to receive notice of redemption, nor any defect in such notice will affect the sufficiency of the proceedings for the redemption of such Refunding Bonds or the cessation of interest on the date fixed for redemption.

In addition to the notice of redemption given pursuant to this subsection, further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(d) *Effect of Notice*. A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Refunding Bonds or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Refunding Bonds called for redemption is set aside for the purpose as described in subsection (f) of this Section, the Refunding Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Refunding Bonds at the place specified in the notice of redemption, such Refunding Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Refunding Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the Debt Service Fund or a trust fund established for such purpose. All Refunding Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

Upon the payment of the redemption price of Refunding Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Bonds of like tenor and maturity and of Authorized Denominations equal in principal 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.

(e) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Refunding Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption monies are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest and premium, if any, due on the Refunding Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given, except as to timing requirements. 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.

(f) *Funds for Redemption*. Prior to or on the redemption date of any Refunding Bonds there shall be available in the Debt Service Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Refunding Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, and interest and premium, if any, on the Refunding Bonds to be redeemed upon presentation and surrender of such Refunding Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Refunding Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District or otherwise held in trust for the payment of redemption price of the Refunding Bonds, the monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(g) *Satisfaction and Discharge*. The obligations of the District hereunder and under the Refunding Bonds herein or therein made or provided for are to be fully discharged and satisfied as to any Refunding Bond and such Refunding Bond will no longer be deemed to be outstanding and shall be deemed to have been paid for all purposes:

(i) when such Refunding Bond is canceled or surrendered for cancellation and is subject to cancellation, or has been purchased by the Paying Agent from monies in the Debt Service Fund; or

(ii) as to any Refunding Bond not canceled, surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of and the applicable premium,

if any, on any Refunding Bond, plus interest on such principal to the due date thereof (whether such due date be by reason of maturity or by acceleration or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) has been provided for by irrevocably depositing with the Paying Agent, in trust, and irrevocably appropriated and set aside exclusively for such payment, either (A) monies sufficient to make such payment or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will in the opinion of a certified public accountant delivered to the Paying Agent, and the District, provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in this Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, or (C) a combination of both such monies and such Federal Securities; and all necessary and proper fees, compensation and expenses of the Paying Agent with respect to such deposit have been paid or the payment thereof has been provided for to the satisfaction of the Paying Agent.

At such time as a Refunding Bond is deemed to be no longer outstanding hereunder, such Refunding Bond shall cease to accrue interest from the due date thereof (whether such due date be by reason of maturity as aforesaid, or otherwise), and except for any payment from such monies or Federal Securities set aside as aforesaid, shall no longer be secured by or entitled to the benefits of this Resolution.

(h) *Unclaimed Monies*. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest on the Refunding Bonds and remaining unclaimed for one year after the principal of all of the Refunding Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 8. Transfer Under Book-Entry System; Discontinuation of Book-Entry System. (a) Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for the Refunding Bonds. The Refunding Bonds shall be issued in book-entry only form, and shall be initially registered in the name of "Cede & Co.," as nominee of DTC. One bond certificate shall be issued for each maturity of the Refunding Bonds; provided, however, that if different CUSIP numbers are assigned to Refunding Bonds of the same tenor maturing in a single year or, if Refunding Bonds of the same tenor maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Refunding Bonds, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided,

however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Refunding Bond for each maturity shall be executed and delivered, in the aggregate principal amount of the Refunding Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Refunding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Refunding Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Refunding Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days after the receipt of any such written request of the District.

(c) In the case of partial redemption or an advance refunding of the Refunding Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Refunding Bonds indicating the date and amounts of such reduction in principal.

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or

to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Refunding Bonds.

(e) So long as the outstanding Refunding Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Refunding Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

SECTION 9. Paying Agent.

(a) *Appointment of Paying Agent.* Zions Bancorporation, National Association, is hereby designated as Paying Agent for the Refunding Bonds and in such capacity the Paying Agent shall also act as the Bond Registrar. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

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

Any company 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 to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet all of the requirements of a successor Paying Agent as provided in the immediately preceding paragraph, shall be the successor to the Paying Agent and vested with all of the powers, discretions, immunities, privileges and other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding. The Paying Agent may assign its rights, duties and obligations under this Resolution, in whole or in part, to an affiliate or subsidiary thereof, provided such company shall meet all of the requirements of a successor Paying Agent as provided in the immediately preceding paragraph.

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

removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

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

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

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

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

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

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

(d) *Notice to Paying Agent*. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be

conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

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

SECTION 10. Transfer and Exchange.

(a) *Transfer*. Following the termination or removal of DTC or successor depository pursuant to Section 8 hereof, any Refunding Bond may, in accordance with its terms, be transferred, upon the Bond Register, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Refunding Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Refunding Bond or Refunding Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Refunding Bond or Refunding Bonds, of the same maturity, Interest Payment Date and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Refunding Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Refunding Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Refunding Bonds for redemption, and (ii) after any Refunding Bond has been selected for redemption.

(b) *Exchange*. The Refunding Bonds may be exchanged for Refunding Bonds of other authorized denominations of the same maturity and Interest Payment Date, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Refunding Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Refunding Bond or Refunding Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Refunding Bond or Refunding Bonds of the same maturity and interest payment mode and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Refunding Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Refunding Bonds for redemption, and (ii) after any Refunding Bond has been selected for redemption.

SECTION 11. Approval of Bond Purchase Agreement; Sale of Bonds. The Refunding Bonds will be sold by the District at a negotiated sale to the Underwriter pursuant to the terms and conditions set forth in a Bond Purchase Agreement substantially in the form on file with the Secretary of this Board and presented at this meeting. The form of the Bond Purchase Agreement is hereby approved and an Authorized Officer is hereby authorized to execute the Bond Purchase Agreement, with such changes therein, deletions therefrom, and modifications thereto as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (i) the sale of the Refunding Bonds shall produce a net present value savings, (ii) the maximum true interest cost on the Refunding Bonds shall not exceed the legal limit, (iii) the Underwriter's discount may not exceed two percent (2.0%), excluding costs of issuance and original issue discount, of the aggregate principal or issue amount of Refunding Bonds sold thereunder, and (iv) the Refunding Bonds shall otherwise conform to the limitations specified herein. The Authorized Officers are further authorized to select, upon the advice of the Municipal Advisor, the Underwriter and to determine the principal or issue amount of the Refunding Bonds to be specified in the Bond Purchase Agreement for sale by the District, up to an aggregate principal or issue amount not-to-exceed the amount set forth in Section 3 hereof, to modify redemption terms and to enter into and execute the Bond Purchase Agreement, if the conditions set forth in this Resolution are met.

Eastshore Consulting, Inc. has been selected to act as municipal advisor (the "Municipal Advisor") to the District with respect to the Refunding Bonds, and the law firm of Lozano Smith, LLP has been selected as the District's bond counsel ("Bond Counsel") and disclosure counsel (the "Disclosure Counsel"), and the District has selected RBC Capital Markets, LLC, as the Underwriter for the Refunding Bonds. Final complete costs of issuance will be determined and presented to the Board following the issuance of the Refunding Bonds. If it appears in the best interests of the District to acquire municipal bond insurance to secure the payment of principal and interest with respect to the Refunding Bonds, then an Authorized Officer may so provide in the Bond Purchase Agreement.

The Board hereby finds and determines that (i) the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law, and (ii) the sale of the Refunding Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, and ability to implement the sale in a shorter time period, a reduction in the overall amount of payment, and an increased ability to restructure the Refunding Bonds, all of which will contribute to the District's goal of achieving the lowest overall cost of borrowing in connection with the issuance of the Refunding Bonds.

SECTION 12. Escrow Agreement; Application of Proceeds of Refunding Bonds.

(a) The form of Escrow Agreement, on file with the Secretary of the Board and presented at this meeting, is hereby approved, and the Authorized Officers are each hereby authorized and

directed, for and in the name and on behalf of the District, to execute and deliver the Escrow Agreement, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

(b) On the Closing Date (i) proceeds from the sale of the Refunding Bonds, in the amount specified in the Bond Purchase Agreement, shall be delivered to the Escrow Agent, for deposit into an escrow fund established under the Escrow Agreement for the defeasance of the Prior Bonds, as further set forth in a certificate of an Authorized Officer of the District and the Escrow Agreement, and (ii) certain of the proceeds of the Refunding Bonds, in the amount specified in the Bond Purchase Agreement, shall, as provided in subsection (c) of this Section, be delivered to the costs of issuance administrator identified as such in the Bond Purchase Agreement, for payment of costs of issuing the Refunding Bonds.

(c) The Authorized Officers are each hereby authorized to cause to be deposited a portion of proceeds from the sale of the Refunding Bonds in a costs of issuance account, which may be held by a bank, national banking association, or trust company meeting the qualifications necessary to be a paying agent set forth in Section 9 hereof, as cost of issuance administrator, to be applied to pay the costs associated with the issuance of the Refunding Bonds.

(d) The Authorized Officers are each hereby authorized to cause to be deposited in the Debt Service Fund of the District proceeds of sale of the Refunding Bonds (in addition to any premium or accrued interest received) to pay debt service or fund an annual reserve permitted by Section 15250 of the California Education Code, as shall be set forth in the Bond Purchase Agreement, if such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District. Pursuant to Government Code Section 53587, in determining the amount of Refunding Bonds to be issued, the Board hereby determines that any capitalized interest from proceeds of the Refunding Bonds shall be reasonably required.

SECTION 13. Investment of Proceeds. All funds held in the Debt Service Fund of the District shall be invested at the discretion of the Treasurer pursuant to law and under the investment policies of the County, as such policies exist at the time of investment.

SECTION 14. Preliminary Official Statement; Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement.* The form of Preliminary Official Statement, on file with the Secretary of the Board and presented at this meeting, with such changes therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Refunding Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

(b) *Official Statement.* The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions, and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and

delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement and any amendment or supplement thereto and thereupon to cause the final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

(c) *Continuing Disclosure Certificate*. The form of Continuing Disclosure Certificate, on file with the Secretary of the Board and presented at this meeting, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The District hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

SECTION 15. Tax Covenants. The District makes the following covenants with respect to Refunding Bonds sold as Tax-Exempt Bonds.

(a) The District 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 Tax-Exempt Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate. The provisions of this Section shall survive payment in full or defeasance of the Refunding Bonds. Further, the District covenants that it will continue to comply with all tax covenants previously made with respect to the Prior Bonds until the Prior Bonds are redeemed in full.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer in writing, and the District shall make its best efforts to ensure that the Treasurer shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provision of this Section, if the District shall provide to the Treasurer an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Tax-Exempt Bonds under Section 103 of the Code, the Treasurer may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

(d) *Establishment of Rebate Fund*. If at any time it is deemed necessary or desirable by the District, the Treasurer, the Paying Agent, or Bond Counsel, to establish a rebate fund for the Tax-Exempt Bonds, there will be established a special fund designated "Jefferson School District 2022 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"), held by the Treasurer for account of the District and kept separate and apart from all other funds and

accounts held hereunder. The District shall transfer, or cause to be transferred, moneys to the Rebate Fund in accordance with the provisions of the Tax Certificate.

SECTION 16. Conditions Precedent. This Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds, in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law, and that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds.

SECTION 17. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation, negotiating the terms of an insurance policy, if any, and execution and delivery of the Bond Purchase Agreement, the Tax Certificate, a paying agent agreement, a costs administrator agreement, and certificates of the District as to certain factual matters. District officials and staff, including the Authorized Officers, the Municipal Advisor, Underwriter, Bond Counsel and Disclosure Counsel are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance and sale of the Refunding Bonds, and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers, officials, staff and representatives are hereby ratified, confirmed and approved.

SECTION 18. Filing with County. Any Authorized Officer, acting alone, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Refunding Bonds, and to file with the Auditor-Controller of the County and with the Treasurer a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment on the Refunding Bonds, and this Resolution, upon delivery to the County, shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District's request to the Auditor-Controller of the County and the Board of Supervisors to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Refunding Bonds, pursuant to law; and this Resolution shall serve as a request to the other officers of the County to levy and collect said taxes for the payment of the Refunding Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Refunding Bonds the principal of, interest and premium, if any, due on the Refunding Bonds in each year, and to create in the County treasury to the credit of the District the Debt Service Fund.

SECTION 19. Limited Duties of the County; Indemnification and Non-liability of the County. The County, including the Board of Supervisors, and officers, officials, agents and employees of the County, shall undertake only those duties of the County, respectively, under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County, including the Board of Supervisors and officers, officials, agents and employees of the County.

The District shall defend, indemnify and hold harmless the County, the Board of Supervisors, and officers, officials, agents and employees of the County ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omissions related to the Refunding Bonds, except with regard to the responsibilities of the County under Section 6 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

Notwithstanding anything stated to the contrary in this Resolution, in the Refunding Bonds, or in any other document mentioned herein, (a) the Refunding Bonds are not a debt of (or a pledge of the full faith and credit of) the County, including the Board of Supervisors, and officers, officials, agents and employees of the County, and the County, including the Board of Supervisors and officers, officials, agents and employees of the County, have no obligation to repay the Refunding Bonds; (b) the sole responsibilities of the Board of Supervisors of the County hereunder is to levy a tax for the repayment of the Refunding Bonds, as provided in Education Code Section 15250, (c) neither the County, the Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder, by reason hereof or in connection with the transactions contemplated hereby other than as specified in the Refunding Bond Law; (d) the Refunding Bonds, including interest thereon, shall be payable solely from taxes levied by the County pursuant to Education Code Section 15250; and (e) the County, including the Board of Supervisors and officers, officials, agents and employees of the County, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties in connection with levying the tax to repay the Refunding Bonds.

SECTION 20. Furnishing of Clerk Certification. The Secretary of the Board is hereby authorized to furnish certified copies of this Resolution to Bond Counsel at or prior to the Closing Date.

SECTION 21. Resolution to Treasurer. The Secretary of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 22. Effective Date. This Resolution shall take effect immediately upon its passage.

* *

The foregoing Resolution was **PASSED AND ADOPTED** by the Board of Education of the Jefferson School District at a meeting held by the Board on January 11, 2022, by the following votes:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

President of the Board of Education of the Jefferson School District

ATTEST:

Clerk of the Board of Education of the Jefferson School District

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Refunding Bonds (the "Refunding Bonds") authorized by this Resolution. Such good faith estimates have been provided to the District, based on market interest rates prevailing at the time of preparation of the Estimated Principal Amount, by Eastshore Consulting, LLC, the District's municipal advisor (the "Municipal Advisor").

Estimated Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, the good faith estimate of the aggregate principal amount of the Refunding Bonds is $34,949,073.05 (the "Estimated Principal Amount").

True Interest Cost. The Municipal Advisor has informed the District that the good faith estimate of the true interest cost of the Refunding Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds, is 3.438%.

Finance Charge. The Municipal Advisor has informed the District that the good faith estimate of the finance charge for the Refunding Bonds, which means the sum of all fees and charges paid to third parties for costs associated with the Bonds (not including underwriter's discount) (the "Finance Charge"), is $214,818.88. In addition, the estimated Underwriter's discount is $131,059.03. A municipal bond insurance policy with respect to the Bonds will be obtained only if economically advantageous to the District as determined by an Authorized Officer of the District upon advice of the Municipal Advisor or the Underwriter.

Amount of Proceeds to be Received. The Municipal Advisor has informed the District that the good faith estimate of the amount of proceeds of the Refunding Bonds expected to be received by the District, less the Finance Charge as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bonds, is $35,135,774.34.

Total Payment Amount. The Municipal Advisor has informed the District that the good faith estimate of the total payment amount, which means the sum total of all principal and interest payments made for the Refunding Bonds, plus the Finance Charge as described above, not paid with the proceeds of the financing, calculated to the final maturity of the Refunding Bonds, is $69,901,071.04.

The foregoing estimates constitute good faith estimates only. The actual aggregate principal amount of the Refunding Bonds, the true interest cost thereof, the Finance Charge, the amount of proceeds of the Refunding Bonds received by the District, and the total debt service with respect thereto, may differ from such good faith estimates due to (a) the actual dated date of the Refunding Bonds being different than the date assumed for purposes of such estimates, (b) the actual aggregate principal amount of the Refunding Bonds being different from the Estimated

Principal Amount, (c) the actual amortization of the debt service on the Refunding Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time the Refunding Bonds are issued being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual dated date of the Refunding Bonds and the actual aggregate principal amount of the Refunding Bonds will be determined by the District based on market conditions and other factors. The actual interest rates will depend on market interest rates at the time of the sale of the Refunding Bonds. The actual amortization and debt service schedule for the Refunding Bonds will be based, in part, on market interest rates at the time the Refunding Bonds are sold. Market interest rates are affected by economic and other factors beyond the control of the District.

EXHIBIT B

FORM OF CURRENT INTEREST BOND

Number	**UNITED STATES OF AMERICA**	**Amount**
R-	**STATE OF CALIFORNIA**	**$**

JEFFERSON SCHOOL DISTRICT
(San Joaquin County, California)
2022 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE	**MATURITY DATE**	**DATED DATE**	**CUSIP No.**
%	August 1, 20__	_____, 2022	472430

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Jefferson School District (the "District") in San Joaquin County, California, acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 (the "Interest Payment Dates"), commencing [August 1, 2022]. This Refunding Bond is issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 53580, respectively, thereof (the "Refunding Bond Law"), and the resolution of the Board of Education of the District adopted on [January 11, 2022] (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

This Refunding Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof (unless this Refunding Bond is authenticated as of a date during the period from the Record Date (as defined herein) next preceding any Interest Payment Date to such Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless this Refunding Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the date hereof)

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 Refunding Bond is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially Zions Bancorporation, National Association. 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 Refunding Bond at the designated office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Interest Payment Date to the

Owner of this Refunding Bond (or one or more predecessor bonds) 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 Interest Payment Date (the "Record Date"). The Owner of an aggregate Principal Amount of $1,000,000 or more may request in writing to the Paying Agent that such 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 Refunding Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of $_____, and denominated as "Jefferson School District 2022 General Obligation Refunding Bonds" (the "Refunding Bonds"). The Prior Bonds, being refunded by the Refunding Bonds, were authorized by a vote of at least 55% of the voters in the District voting at an election duly and legally called, held, and conducted in the District on November 2, 2010. The Refunding Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, including the Refunding Bond Law, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement.

This Refunding 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* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Refunding Bonds of this issue are general obligations of the District and do not constitute an obligation of the County of San Joaquin (the "County"). No part of any fund of the County is pledged or obligated to the payment of the Refunding Bonds of this issue.

The Refunding Bonds of this issue are issuable only as fully registered bonds in the denominations of $5,000 or any integral multiple thereof. This Refunding Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust 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 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 Refunding Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, nor the Paying Agent shall be affected by any notice to the contrary.

The Refunding Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to maturity. The Refunding Bonds maturing on or after August 1, 20__ are subject to optional redemption, at the option of the District, as a whole or in part by order as determined by District, and by lot within each maturity, from any source of available funds, on

August 1, 20__, or on any date thereafter at a price equal to 100% of the principal amount thereof, without premium.

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

Neither the District nor the Paying Agent will be required to issue or transfer any Refunding Bond (i) during a period beginning with the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) to transfer any Refunding Bond which has been selected or called for redemption in whole or in part.

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

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

This Refunding Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Jefferson School District, County of San Joaquin, State of California, has caused this Refunding Bond to be signed by its President and countersigned by its Clerk as of the date set forth above.

JEFFERSON SCHOOL DISTRICT

By: [NOT TO BE SIGNED – FORM ONLY]
President of the Board of Education of the
Jefferson School District

Countersigned:

By: [NOT TO BE SIGNED – FORM ONLY]
Clerk of the Board of Education of the
Jefferson School District

CERTIFICATE OF AUTHENTICATION

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

Date of Registration and Authentication: [NOT TO BE DATED– FORM ONLY]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By: [NOT TO BE SIGNED – FORM ONLY]
Authorized Signatory

DTC LEGEND

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

[STATEMENT OF INSURANCE, IF ANY]

(FORM OF ASSIGNMENT)

For value received, the undersigned sells, assigns and transfers unto
[LEAVE BLANK – FORM ONLY] _____

_____

_____

(print or 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.

Dated: [NOT TO BE DATED– FORM ONLY]

Signature Guaranteed:

[NOT TO BE SIGNED – FORM ONLY]
Notice: Signature must be guaranteed by an eligible guarantor institution.

[NOT TO BE SIGNED – FORM ONLY]
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 of any change whatever.

FORM OF LEGAL OPINION

The following is a true copy of the opinion rendered by Lozano Smith, LLP in connection with the issuance of, and dated as of the date of the original delivery of, the Refunding Bonds. A signed copy is on file with the District.

FORM OF CAPITAL APPRECIATION BOND

Number	**UNITED STATES OF AMERICA**	**Maturity Value**
CAB-__	**STATE OF CALIFORNIA**	**$_____**

JEFFERSON SCHOOL DISTRICT
(San Joaquin County, California)
2022 GENERAL OBLIGATION REFUNDING BONDS

ACCRETION RATE	**MATURITY DATE**	**DATED DATE**	**CUSIP NO.**
%	August 1, 20__	_____, 2022	472430

REGISTERED OWNER: CEDE & CO.

INITIAL PRINCIPAL AMOUNT:
ACCRETED VALUE AT MATURITY:

The Jefferson School District (the "District") in San Joaquin County, California, acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date specified above or upon prior redemption hereof, the Accreted Value hereof on such date, consisting of the Initial Principal Amount hereof plus Accreted Value thereon compounded commencing on [August 1, 2022], and thereafter on February 1 and August 1 of each year, at the Accretion Rate specified above, assuming in any such semiannual period that such value accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, until the obligation represented hereby shall have been discharged, as provided in the Resolution adopted by the Board of Education of the District on [January 11, 2022] (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

This Refunding Bond is issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Sections 53550 and 53580, respectively, thereof (the "Refunding Bond Law"), and the Resolution.

The Accreted Value hereof shall be determined in accordance with the Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any Accreted Value determined in accordance with the Resolution shall prevail over any Accreted Values given in the Table of Accreted Values.

The Accreted Value hereof is payable in lawful money of the Unites States of America without deduction for the paying agent services, to the to the person in whose name this Refunding Bond is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially Zions Bancorporation, National Association.

This Refunding Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations,

interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of $_____, and denominated as "Jefferson School District 2022 General Obligation Refunding Bonds" (the "Refunding Bonds"). The Prior Bonds, being refunded by the Refunding Bonds, were authorized by a vote of at least 55% of the voters in the District voting at an election duly and legally called, held, and conducted in the District on November 2, 2010. The Refunding Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, including the Refunding Bond Law, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement.

The Capital Appreciation Refunding Bonds are issuable as fully registered bonds without coupons in the denomination of $5,000 Accreted Value at maturity (the "Maturity Value") or any integral multiple thereof, except that the first numbered Refunding Bond may be issued in a denomination such that the Maturity Value of such Refunding Bond shall not be in an integral multiple of $5,000, and provided that no Capital Appreciation Refunding Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Refunding Bonds may be exchanged for a like aggregate Maturity Value of Refunding Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Refunding Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Refunding Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same tenor and interest payment mode and same aggregate Maturity Value will be issued to the transferee in exchange herefor. 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 Refunding Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, nor the Paying Agent shall be affected by any notice to the contrary.

The Refunding Bonds maturing on or before August 1, 20__, are not subject to optional redemption prior to maturity. The Refunding Bonds maturing on or after August 1, 20__, are subject to optional redemption, at the option of the District, as a whole or in part by order as determined by District, and by lot within each maturity, from any source of available funds, on August 1, 20__, or on any date thereafter at a price equal to 100% of the principal amount thereof, without premium.

If this Refunding Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrete hereon from and after the date fixed for redemption. If less than all of the Refunding Bonds shall be called for redemption, the particular Refunding Bonds or portions thereof to be redeemed shall be called in any manner which the District in its discretion shall determine. If less than all of the Refunding Bonds of any one maturity shall be called for redemption, the particular Refunding Bonds or portions of Refunding Bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion

may determine; provided, however, that the portion of any Refunding Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting Refunding Bonds for redemption, the Paying Agent shall treat each Refunding Bond as representing that number of Refunding Bonds which is obtained by dividing the principal amount of such Bond by $5,000.

Neither the District nor the Paying Agent will be required to issue or transfer any Refunding Bond (i) during a period beginning with the close of business on any Record Date through the close of business on the immediately following Compounding Date, or (ii) to transfer any Refunding Bond which has been selected or called for redemption in whole or in part.

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

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Refunding 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 Refunding Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding 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 the Maturity Value hereof, when due.

This Refunding Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Jefferson School District, County of San Joaquin, State of California, has caused this Refunding Bond to be signed by its President and countersigned by its Clerk as of the date set forth above.

By: [NOT TO BE SIGNED – FORM ONLY]
President of the Board of Education of the
Jefferson School District

Countersigned:

By: [NOT TO BE SIGNED – FORM ONLY]
Clerk of the Board of Education of the
Jefferson School District

CERTIFICATE OF AUTHENTICATION

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

Date of Registration and Authentication: [NOT TO BE DATED– FORM ONLY]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By: [NOT TO BE SIGNED – FORM ONLY]
Authorized Signatory

DTC LEGEND

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

[STATEMENT OF INSURANCE, IF ANY]

(FORM OF ASSIGNMENT)

For value received, the undersigned sells, assigns and transfers unto
[LEAVE BLANK – FORM ONLY] _____

_____

_____

(print or 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.

Dated: [NOT TO BE DATED– FORM ONLY]

Signature Guaranteed:

[NOT TO BE SIGNED – FORM ONLY]
Notice: Signature must be guaranteed by an eligible guarantor institution.

[NOT TO BE SIGNED – FORM ONLY]
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 of any change whatever.

CAPITAL APPRECIATION BOND

TABLE OF ACCRETED VALUES

FORM OF LEGAL OPINION

The following is a true copy of the opinion rendered by Lozano Smith, LLP in connection with the issuance of, and dated as of the date of the original delivery of, the Refunding Bonds. A signed copy is on file with the District.