

Memorandum
Office of Jenine Windeshausen
Treasurer-Tax Collector
County of Placer



To: The Honorable Board of Supervisors
From: Jenine Windeshausen, Treasurer-Tax Collector
Date: June 27, 2006
Subject: Schools 2006 Tax and Revenue Anticipation Notes

Action Requested: Adopt the attached seven resolutions providing for the temporary borrowing of funds through the issuance of 2006 Tax and Revenue Anticipation Notes in the names of the following school districts:

| <u>School District</u> | <u>Principal Amount Not to Exceed</u> |
|-------------------------------|---------------------------------------|
| a) Dry Creek Joint Elementary | \$ 5,000,000.00 |
| b) Loomis Union | 5,000,000.00 |
| c) Rocklin Unified | 10,000,000.00 |
| d) Roseville City | 9,000,000.00 |
| e) Roseville Joint Union High | 12,000,000.00 |
| f) Tahoe Truckee Unified | 10,000,000.00 |
| g) Western Placer Unified | 7,500,000.00 |

Background: Pursuant to Sections 53850 et seq. of the Government Code of the State of California contained in Article 7.6 thereof, a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, and the discharge of any obligation for indebtedness of the district. Section 53853 provides that the Board of Supervisors of the county shall issue such notes in the name of the school district.

The Board of Trustees of seven school districts have each adopted a resolution requesting that the Board of Supervisors of Placer County issue Tax and Revenue Anticipation Notes in the name of the District with respect to the fiscal year 2006-07.

Fiscal Impact: The principal amount of the Notes, together with the interest thereon, shall be a general obligation of the District payable from taxes, revenue and other moneys which are received by the District for the general fund of the District for the Fiscal Year 2006-07.

Draft Purchase Contracts are attached and copies of the District's Resolutions are available on file with the clerk of the board.

Respectfully submitted,
Jenine Windeshausen, Treasurer-Tax Collector



BOARD OF SUPERVISORS, COUNTY OF PLACER,
STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF DRY CREEK
JOINT ELEMENTARY SCHOOL DISTRICT, COUNTY OF PLACER, STATE
OF CALIFORNIA 2006 TAX AND REVENUE ANTICIPATION NOTES IN A
PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing; and

WHEREAS, the County Superintendent of the County of Placer (the "County") has jurisdiction over Dry Creek Joint Elementary School District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Trustees of the District (the "District Board"), being the governing board of the District, dated May 18, 2006, entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2006 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES" (the "District Resolution"), attached hereto, which District Resolution requests the borrowing of not to exceed Five Million Dollars (\$5,000,000) at an interest rate not to exceed seven percent (7%) per annum, through the issuance by the County Board of 2006 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes are payable not more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2006-2007 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2006-2007 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the general

fund of the District during or allocable to fiscal year 2006-2007 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued in the form and executed in the manner prescribed herein, as required by Section 53853 of the Act; and

WHEREAS, the County Board, in reliance on a determination by the District, has found and determined that said Five Million Dollars (\$5,000,000) maximum principal amount of Notes to be issued in the name of the District by the County Board in fiscal year 2006-2007, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen (13) months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, the Board of Supervisors of the County of Placer hereby resolves as follows:

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The County Board hereby determines to and shall issue in the name of the District, an amount not to exceed Five Million Dollars (\$5,000,000) principal amount of Notes under the Act, designated "Dry Creek Joint Elementary School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes"; to be numbered from 1 consecutively upward in order of issuance (if more than one note is issued); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser of the Notes; to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than thirteen (13) months after such date of delivery; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of 7% percent per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of a paying agent which shall be either the Treasurer-Tax Collector of the

County or a financial institution designated by the District (the "Paying Agent"); provided that if the Notes mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they may become due and payable.

Section 3. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and in such event shall be evidenced by one note in the full principal amount of the Notes. The Depository Trust Company, New York, New York is hereby appointed depository for the Notes (the "Depository"). Registered ownership may not thereafter be transferred except as set forth in Section 5 hereof. There shall be simultaneously delivered with the Notes, the legal opinion of Sidley Austin LLP ("Bond Counsel") respecting the validity of the Notes.

Section 4. Transfer and Exchange of Notes. In the event the Notes are not registered in the name of "Cede & Co.," the registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note, for a like aggregate principal amount. The Paying Agent shall require the Note owner requesting such registration or transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Paying Agent may require the Note owner requesting such registration or transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration or transfer. The Paying Agent may treat the registered owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 5 hereof, Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The District may require the Note owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such exchange.

Section 5. Use of Depository.

(1) If the Notes are initially registered as provided in Section 3 hereof, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section 5 (a "substitute depository"); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or a 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 Paying Agent, upon (1) the resignation of The Depository Trust Company 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 The Depository Trust Company (or its successor) because The Depository Trust Company 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 The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(2) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent, together with a request of the County, on behalf of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such request of the County. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent together with a request of the County to the Paying Agent, new Notes 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 a request of the County; provided, the Paying Agent shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a request of the County. Thereafter, Notes shall be transferred pursuant to Section 4 hereof.

(3) The County and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the County; and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Notes and neither the County nor the Paying Agent will have any responsibility or

obligations, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Notes.

(4) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the County 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 Notes 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 6. Deposit of Note Proceeds. Proceeds from the sale of the Notes shall be deposited in the general fund of the District or a fund held by the Paying Agent on behalf of the District. Moneys in such funds may be invested as authorized by Section 8 herein.

Section 7. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Dry Creek

Joint Elementary School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(D) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, shall be invested as authorized by Section 8 herein; provided that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 8. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in the County Treasurer’s Investment Pool administered by the Treasurer, pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District, with the consent of the Treasurer. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California.

Section 9. Execution of Notes. The Treasurer-Tax Collector of the County (the “Treasurer”) and the County Chairperson (the “Chairperson”) are hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the “Clerk”) is hereby authorized to countersign the Notes manually or by facsimile signature, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated the Notes.

Section 10. Sale of Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by Capitol Public Finance Group, LLC (the “Financial Advisor”). The form of Contract of Purchase for the Notes (the “Contract of Purchase”), substantially in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or an authorized designee thereof, is hereby requested to execute and deliver the Contract of Purchase, and the appropriate officials of the District are hereby requested to

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acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer are further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, up to Five Million Dollars (\$5,000,000) and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 11. Authorization of Preliminary Official Statement and Official Statement. The Financial Advisor is hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Financial Advisor is hereby authorized to cause the distribution of said Preliminary Official Statement and Official Statement. The appropriate officials of the District are hereby authorized to approve and execute the final Official Statement, such approval to be conclusively evidenced by execution and delivery thereof.

Section 12. Tax Covenants. The District has covenanted that it will make no use of the proceeds of the Notes or any other amounts that would cause the Notes to be "arbitrage bonds" under Section 148 of the Code; and, to that end, the District has agreed to comply with all requirements of said Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Notes and certain other amounts, if required, to the United States. The District has further covenanted to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District has agreed to comply with the Tax Certificate to be executed by the District on the date of issuance and delivery of the Notes (the "Tax Certificate"). The Paying Agent, by acceptance of its duties hereunder, agrees to comply with any instructions received from the District that the District indicates must be followed in order to comply with the Tax Certificate. The District has covenanted that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 13. Ratification of Action. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions heretofore adopted by the County and District Boards.

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Section 14. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under the District Resolution in accordance with the law and for carrying out the provisions of the District Resolution and of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Placer this 27th day of June, 2006, by the following vote:

AYES:

NOES:

ABSENT:

COUNTY OF PLACER

By _____
Chairperson of the
Board of Supervisors

ATTEST:

Clerk of the
Board of Supervisors

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EXHIBIT A

REGISTERED
NO. 1

\$[PRINCIPAL AMOUNT]

DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT
COUNTY OF PLACER
STATE OF CALIFORNIA
2006 TAX AND REVENUE ANTICIPATION NOTE

INTEREST RATE: MATURITY DATE: NOTE DATE: CUSIP:
_____ % _____ [CLOSING DATE] _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Dry Creek Joint Elementary School District (the "District"), County of Placer, State of California, acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns (the "Registered Owner"), at the office of _____ (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date shown above, together with interest thereon at the rate of interest per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the date hereof until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of [PRINCIPAL AMOUNT], all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County of Placer duly passed and adopted on _____, 2006 and a Resolution of the Board of Trustees of the District duly passed and adopted on _____, 2006 under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general

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obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the [principal corporate trust] office of the Paying Agent in [_____, California], 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 Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

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

IN WITNESS WHEREOF, the County of Placer has caused this Note to be executed by the Chairperson of its Board of Supervisors and by its Treasurer-Tax Collector by facsimile signature and countersigned by the Clerk of its Board of Supervisors by facsimile signature and has caused a facsimile of its official seal to be printed hereon this _____ day of _____, 2006.

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

By: _____
Treasurer-Tax Collector

(SEAL)
Countersigned:

By: _____
Clerk of the
Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Notes described in the within-mentioned Resolution and authenticated by the manual signature of the [Paying Agent], as Paying Agent, and registered on _____, 2006.

[PAYING AGENT], as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

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

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.

BOARD OF SUPERVISORS, COUNTY OF PLACER,
STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF LOOMIS
UNION SCHOOL DISTRICT, COUNTY OF PLACER, STATE OF
CALIFORNIA 2006 TAX AND REVENUE ANTICIPATION NOTES IN A
PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing; and

WHEREAS, the County Superintendent of the County of Placer (the "County") has jurisdiction over Loomis Union School District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Trustees of the District (the "District Board"), being the governing board of the District, dated May 4, 2006, entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF LOOMIS UNION SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2006 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES" (the "District Resolution"), attached hereto, which District Resolution requests the borrowing of not to exceed Five Million Dollars (\$5,000,000) at an interest rate not to exceed seven percent (7%) per annum, through the issuance by the County Board of 2006 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes are payable not more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2006-2007 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2006-2007 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the general

fund of the District during or allocable to fiscal year 2006-2007 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued in the form and executed in the manner prescribed herein, as required by Section 53853 of the Act; and

WHEREAS, the County Board, in reliance on a determination by the District, has found and determined that said Five Million Dollars (\$5,000,000) maximum principal amount of Notes to be issued in the name of the District by the County Board in fiscal year 2006-2007, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen (13) months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, the Board of Supervisors of the County of Placer hereby resolves as follows:

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The County Board hereby determines to and shall issue in the name of the District, an amount not to exceed Five Million Dollars (\$5,000,000) principal amount of Notes under the Act, designated "Loomis Union School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes"; to be numbered from 1 consecutively upward in order of issuance (if more than one note is issued); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser of the Notes; to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than thirteen (13) months after such date of delivery; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of 7% percent per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of a paying agent which shall be either the Treasurer-Tax Collector of the County or a financial institution

designated by the District (the "Paying Agent"); provided that if the Notes mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they may become due and payable.

Section 3. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and in such event shall be evidenced by one note in the full principal amount of the Notes. The Depository Trust Company, New York, New York is hereby appointed depository for the Notes (the "Depository"). Registered ownership may not thereafter be transferred except as set forth in Section 5 hereof. There shall be simultaneously delivered with the Notes, the legal opinion of Sidley Austin LLP ("Bond Counsel") respecting the validity of the Notes.

Section 4. Transfer and Exchange of Notes. In the event the Notes are not registered in the name of "Cede & Co.," the registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note, for a like aggregate principal amount. The Paying Agent shall require the Note owner requesting such registration or transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Paying Agent may require the Note owner requesting such registration or transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration or transfer. The Paying Agent may treat the registered owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 5 hereof, Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The District may require the Note owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such exchange.

Section 5. Use of Depository.

(1) If the Notes are initially registered as provided in Section 3 hereof, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section 5 (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or a 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 Paying Agent, upon (1) the resignation of The Depository Trust Company 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 The Depository Trust Company (or its successor) because The Depository Trust Company 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 The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(2) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent, together with a request of the County, on behalf of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such request of the County. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent together with a request of the County to the Paying Agent, new Notes 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 a request of the County; provided, the Paying Agent shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a request of the County. Thereafter, Notes shall be transferred pursuant to Section 4 hereof.

(3) The County and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the County; and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Notes and neither the County nor the Paying Agent will have any responsibility or

obligations, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Notes.

(4) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the County 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 Notes 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 6. Deposit of Note Proceeds. Proceeds from the sale of the Notes shall be deposited in the general fund of the District or a fund held by the Paying Agent on behalf of the District. Moneys in such funds may be invested as authorized by Section 8 herein.

Section 7. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Loomis

Union School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(D) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, shall be invested as authorized by Section 8 herein; provided that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 8. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in the County Treasurer’s Investment Pool administered by the Treasurer, pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District, with the consent of the Treasurer. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California.

Section 9. Execution of Notes. The Treasurer-Tax Collector of the County (the “Treasurer”) and the County Chairperson (the “Chairperson”) are hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the “Clerk”) is hereby authorized to countersign the Notes manually or by facsimile signature, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated the Notes.

Section 10. Sale of Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by Capitol Public Finance Group, LLC (the “Financial Advisor”). The form of Contract of Purchase for the Notes (the “Contract of Purchase”), substantially in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or an authorized designee thereof, are hereby requested to execute and deliver the Contract of Purchase, and the appropriate officials of the District are hereby requested to acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions

therefrom and modifications thereto as the Chairperson or Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer are further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, up to Five Million Dollars (\$5,000,000) and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 11. Authorization of Preliminary Official Statement and Official Statement. The Financial Advisor is hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Financial Advisor is hereby authorized to cause the distribution of said Preliminary Official Statement and Official Statement. The appropriate officials of the District are hereby authorized to approve and execute the final Official Statement, such approval to be conclusively evidenced by execution and delivery thereof.

Section 12. Tax Covenants. The District has covenanted that it will make no use of the proceeds of the Notes or any other amounts that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, the District has agreed to comply with all requirements of said Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Notes and certain other amounts, if required, to the United States. The District has further covenanted to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District has agreed to comply with the Tax Certificate to be executed by the District on the date of issuance and delivery of the Notes (the “Tax Certificate”). The Paying Agent, by acceptance of its duties hereunder, agrees to comply with any instructions received from the District that the District indicates must be followed in order to comply with the Tax Certificate. The District has covenanted that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 13. Ratification of Action. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions heretofore adopted by the County and District Boards.

[Remainder of this page intentionally left blank.]

Section 14. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under the District Resolution in accordance with the law and for carrying out the provisions of the District Resolution and of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Placer this 27th day of June, 2006, by the following vote:

AYES:

NOES:

ABSENT:

COUNTY OF PLACER

By _____
Chairperson of the
Board of Supervisors

ATTEST:

Clerk of the
Board of Supervisors

EXHIBIT A

REGISTERED
NO. 1

\$[PRINCIPAL AMOUNT]

LOOMIS UNION SCHOOL DISTRICT
COUNTY OF PLACER
STATE OF CALIFORNIA
2006 TAX AND REVENUE ANTICIPATION NOTE

INTEREST RATE: MATURITY DATE: NOTE DATE: CUSIP:
_____ % _____ [CLOSING DATE] _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Loomis Union School District (the "District"), County of Placer, State of California, acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns (the "Registered Owner"), at the office of _____ (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date shown above, together with interest thereon at the rate of interest per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the date hereof until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of [PRINCIPAL AMOUNT], all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County of Placer duly passed and adopted on _____, 2006 and a Resolution of the Board of Trustees of the District duly passed and adopted on _____, 2006 under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues

defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the [principal corporate trust] office of the Paying Agent in [_____, California], 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 Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

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

IN WITNESS WHEREOF, the County of Placer has caused this Note to be executed by the Chairperson of its Board of Supervisors and by its Treasurer-Tax Collector by facsimile signature and countersigned by the Clerk of its Board of Supervisors by facsimile signature and has caused a facsimile of its official seal to be printed hereon this _____ day of _____, 2006.

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

By: _____
Treasurer-Tax Collector

(SEAL)
Countersigned:

By: _____
Clerk of the
Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Notes described in the within-mentioned Resolution and authenticated by the manual signature of the [Paying Agent], as Paying Agent, and registered on _____, 2006.

[PAYING AGENT], as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

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

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.

BOARD OF SUPERVISORS, COUNTY OF PLACER,
STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF ROCKLIN
UNIFIED SCHOOL DISTRICT, COUNTY OF PLACER, STATE OF
CALIFORNIA 2006 TAX AND REVENUE ANTICIPATION NOTES IN A
PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing; and

WHEREAS, the County Superintendent of the County of Placer (the "County") has jurisdiction over Rocklin Unified School District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Trustees of the District (the "District Board"), being the governing board of the District, dated May 3, 2006, entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF ROCKLIN UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2006 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES" (the "District Resolution"), attached hereto, which District Resolution requests the borrowing of not to exceed Ten Million Dollars (\$10,000,000) at an interest rate not to exceed seven percent (7%) per annum, through the issuance by the County Board of 2006 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes are payable not more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2006-2007 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2006-2007 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the general

fund of the District during or allocable to fiscal year 2006-2007 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued in the form and executed in the manner prescribed herein, as required by Section 53853 of the Act; and

WHEREAS, the County Board, in reliance on a determination by the District, has found and determined that said Ten Million Dollars (\$10,000,000) maximum principal amount of Notes to be issued in the name of the District by the County Board in fiscal year 2006-2007, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen (13) months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, the Board of Supervisors of the County of Placer hereby resolves as follows:

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The County Board hereby determines to and shall issue in the name of the District, an amount not to exceed Ten Million Dollars (\$10,000,000) principal amount of Notes under the Act, designated "Rocklin Unified School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes"; to be numbered from 1 consecutively upward in order of issuance (if more than one note is issued); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser of the Notes; to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than thirteen (13) months after such date of delivery; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of 7% percent per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of a paying agent which shall be either the Treasurer-Tax Collector of the County or a financial institution

designated by the District (the "Paying Agent"); provided that if the Notes mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they may become due and payable.

Section 3. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and in such event shall be evidenced by one note in the full principal amount of the Notes. The Depository Trust Company, New York, New York is hereby appointed depository for the Notes (the "Depository"). Registered ownership may not thereafter be transferred except as set forth in Section 5 hereof. There shall be simultaneously delivered with the Notes, the legal opinion of Sidley Austin LLP ("Bond Counsel") respecting the validity of the Notes.

Section 4. Transfer and Exchange of Notes. In the event the Notes are not registered in the name of "Cede & Co.," the registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note, for a like aggregate principal amount. The Paying Agent shall require the Note owner requesting such registration or transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Paying Agent may require the Note owner requesting such registration or transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration or transfer. The Paying Agent may treat the registered owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 5 hereof, Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The District may require the Note owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such exchange.

Section 5. Use of Depository.

(1) If the Notes are initially registered as provided in Section 3 hereof, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section 5 (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or a 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 Paying Agent, upon (1) the resignation of The Depository Trust Company 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 The Depository Trust Company (or its successor) because The Depository Trust Company 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 The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(2) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent, together with a request of the County, on behalf of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such request of the County. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent together with a request of the County to the Paying Agent, new Notes 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 a request of the County; provided, the Paying Agent shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a request of the County. Thereafter, Notes shall be transferred pursuant to Section 4 hereof.

(3) The County and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the County; and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Notes and neither the County nor the Paying Agent will have any responsibility or

obligations, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Notes.

(4) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the County 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 Notes 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 6. Deposit of Note Proceeds. Proceeds from the sale of the Notes shall be deposited in the general fund of the District or a fund held by the Paying Agent on behalf of the District. Moneys in such funds may be invested as authorized by Section 8 herein.

Section 7. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Rocklin

Unified School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(D) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, shall be invested as authorized by Section 8 herein; provided that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 8. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in the County Treasurer’s Investment Pool administered by the Treasurer, pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District, with the consent of the Treasurer. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California.

Section 9. Execution of Notes. The Treasurer-Tax Collector of the County (the “Treasurer”) and the County Chairperson (the “Chairperson”) are hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the “Clerk”) is hereby authorized to countersign the Notes manually or by facsimile signature, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated the Notes.

Section 10. Sale of Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by Capitol Public Finance Group, LLC (the “Financial Advisor”). The form of Contract of Purchase for the Notes (the “Contract of Purchase”), substantially in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or an authorized designee thereof, are hereby requested to execute and deliver the Contract of Purchase, and the appropriate officials of the District are hereby requested to

acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer are further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, up to Ten Million Dollars (\$10,000,000) and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 11. Authorization of Preliminary Official Statement and Official Statement. The Financial Advisor is hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Financial Advisor is hereby authorized to cause the distribution of said Preliminary Official Statement and Official Statement. The appropriate officials of the District are hereby authorized to approve and execute the final Official Statement, such approval to be conclusively evidenced by execution and delivery thereof.

Section 12. Tax Covenants. The District has covenanted that it will make no use of the proceeds of the Notes or any other amounts that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, the District has agreed to comply with all requirements of said Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Notes and certain other amounts, if required, to the United States. The District has further covenanted to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District has agreed to comply with the Tax Certificate to be executed by the District on the date of issuance and delivery of the Notes (the “Tax Certificate”). The Paying Agent, by acceptance of its duties hereunder, agrees to comply with any instructions received from the District that the District indicates must be followed in order to comply with the Tax Certificate. The District has covenanted that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 13. Ratification of Action. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions heretofore adopted by the County and District Boards.

[Remainder of this page intentionally left blank.]

Section 14. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under the District Resolution in accordance with the law and for carrying out the provisions of the District Resolution and of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Placer this 27th day of June, 2006, by the following vote:

AYES:

NOES:

ABSENT:

COUNTY OF PLACER

By _____
Chairperson of the
Board of Supervisors

ATTEST:

Clerk of the
Board of Supervisors

EXHIBIT A

REGISTERED
NO. 1

\$[PRINCIPAL AMOUNT]

ROCKLIN UNIFIED SCHOOL DISTRICT
COUNTY OF PLACER
STATE OF CALIFORNIA
2006 TAX AND REVENUE ANTICIPATION NOTE

INTEREST RATE: MATURITY DATE: NOTE DATE: CUSIP:
_____ % _____ [CLOSING DATE] _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Rocklin Unified School District (the "District"), County of Placer, State of California, acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns (the "Registered Owner"), at the office of _____ (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date shown above, together with interest thereon at the rate of interest per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the date hereof until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of [PRINCIPAL AMOUNT], all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County of Placer duly passed and adopted on _____, 2006 and a Resolution of the Board of Trustees of the District duly passed and adopted on _____, 2006 under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues

defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the [principal corporate trust] office of the Paying Agent in [_____, California], 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 Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

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

IN WITNESS WHEREOF, the County of Placer has caused this Note to be executed by the Chairperson of its Board of Supervisors and by its Treasurer-Tax Collector by facsimile signature and countersigned by the Clerk of its Board of Supervisors by facsimile signature and has caused a facsimile of its official seal to be printed hereon this _____ day of _____, 2006.

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

By: _____
Treasurer-Tax Collector

(SEAL)
Countersigned:

By: _____
Clerk of the
Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Notes described in the within-mentioned Resolution and authenticated by the manual signature of the [Paying Agent], as Paying Agent, and registered on _____, 2006.

[PAYING AGENT], as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

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

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.

BOARD OF SUPERVISORS, COUNTY OF PLACER,
STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF ROSEVILLE
CITY SCHOOL DISTRICT, COUNTY OF PLACER, STATE OF
CALIFORNIA 2006 TAX AND REVENUE ANTICIPATION NOTES IN A
PRINCIPAL AMOUNT NOT TO EXCEED NINE MILLION DOLLARS

WHEREAS, pursuant to Sections 53850 *et seq.* of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing; and

WHEREAS, the County Superintendent of the County of Placer (the "County") has jurisdiction over Roseville City School District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Education of the District (the "District Board"), being the governing board of the District, dated May 18, 2006, entitled "RESOLUTION OF THE BOARD OF EDUCATION OF ROSEVILLE CITY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2006 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES" (the "District Resolution"), attached hereto, which District Resolution requests the borrowing of not to exceed Nine Million Dollars (\$9,000,000) at an interest rate not to exceed seven percent (7%) per annum, through the issuance by the County Board of 2006 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes are payable not more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2006-2007 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2006-2007 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the general

fund of the District during or allocable to fiscal year 2006-2007 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued in the form and executed in the manner prescribed herein, as required by Section 53853 of the Act; and

WHEREAS, the County Board, in reliance on a determination by the District, has found and determined that said Nine Million Dollars (\$9,000,000) maximum principal amount of Notes to be issued in the name of the District by the County Board in fiscal year 2006-2007, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen (13) months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, the Board of Supervisors of the County of Placer hereby resolves as follows:

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The County Board hereby determines to and shall issue in the name of the District, an amount not to exceed Nine Million Dollars (\$9,000,000) principal amount of Notes under the Act, designated "Roseville City School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes"; to be numbered from 1 consecutively upward in order of issuance (if more than one note is issued); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser of the Notes; to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than thirteen (13) months after such date of delivery; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of 7% percent per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of a paying agent which shall be either the Treasurer-Tax Collector of the County or a financial institution

designated by the District (the "Paying Agent"); provided that if the Notes mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they may become due and payable.

Section 3. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and in such event shall be evidenced by one note in the full principal amount of the Notes. The Depository Trust Company, New York, New York is hereby appointed depository for the Notes (the "Depository"). Registered ownership may not thereafter be transferred except as set forth in Section 5 hereof. There shall be simultaneously delivered with the Notes, the legal opinion of Sidley Austin LLP ("Bond Counsel") respecting the validity of the Notes.

Section 4. Transfer and Exchange of Notes. In the event the Notes are not registered in the name of "Cede & Co.," the registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note, for a like aggregate principal amount. The Paying Agent shall require the Note owner requesting such registration or transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Paying Agent may require the Note owner requesting such registration or transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration or transfer. The Paying Agent may treat the registered owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 5 hereof, Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The District may require the Note owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such exchange.

Section 5. Use of Depository.

(1) If the Notes are initially registered as provided in Section 3 hereof, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section 5 (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or a 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 Paying Agent, upon (1) the resignation of The Depository Trust Company 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 The Depository Trust Company (or its successor) because The Depository Trust Company 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 The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(2) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent, together with a request of the County, on behalf of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such request of the County. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent together with a request of the County to the Paying Agent, new Notes 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 a request of the County; provided, the Paying Agent shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a request of the County. Thereafter, Notes shall be transferred pursuant to Section 4 hereof.

(3) The County and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the County; and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Notes and neither the County nor the Paying Agent will have any responsibility or

obligations, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Notes.

(4) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the County 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 Notes 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 6. Deposit of Note Proceeds. Proceeds from the sale of the Notes shall be deposited in the general fund of the District or a fund held by the Paying Agent on behalf of the District. Moneys in such funds may be invested as authorized by Section 8 herein.

Section 7. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Roseville

City School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(D) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, shall be invested as authorized by Section 8 herein; provided that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 8. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in the County Treasurer’s Investment Pool administered by the Treasurer, pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District, with the consent of the Treasurer. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California.

Section 9. Execution of Notes. The Treasurer-Tax Collector of the County (the “Treasurer”) and the County Chairperson (the “Chairperson”) are hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the “Clerk”) is hereby authorized to countersign the Notes manually or by facsimile signature, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated the Notes.

Section 10. Sale of Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by Capitol Public Finance Group, LLC (the “Financial Advisor”). The form of Contract of Purchase for the Notes (the “Contract of Purchase”), substantially in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or an authorized designee thereof, is hereby requested to execute and deliver the Contract of Purchase, and the appropriate officials of the District are hereby requested to acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions

therefrom and modifications thereto as the Chairperson or Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer are further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, up to Nine Million Dollars (\$9,000,000) and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 11. Authorization of Preliminary Official Statement and Official Statement. The Financial Advisor is hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Financial Advisor is hereby authorized to cause the distribution of said Preliminary Official Statement and Official Statement. The appropriate officials of the District are hereby authorized to approve and execute the final Official Statement, such approval to be conclusively evidenced by execution and delivery thereof.

Section 12. Tax Covenants. The District has covenanted that it will make no use of the proceeds of the Notes or any other amounts that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, the District has agreed to comply with all requirements of said Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Notes and certain other amounts, if required, to the United States. The District has further covenanted to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District has agreed to comply with the Tax Certificate to be executed by the District on the date of issuance and delivery of the Notes (the “Tax Certificate”). The Paying Agent, by acceptance of its duties hereunder, agrees to comply with any instructions received from the District that the District indicates must be followed in order to comply with the Tax Certificate. The District has covenanted that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 13. Ratification of Action. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions heretofore adopted by the County and District Boards.

[Remainder of this page intentionally left blank.]

Section 14. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under the District Resolution in accordance with the law and for carrying out the provisions of the District Resolution and of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Placer this 27th day of June, 2006, by the following vote:

AYES:

NOES:

ABSENT:

COUNTY OF PLACER

By _____
Chairperson of the
Board of Supervisors

ATTEST:

Clerk of the
Board of Supervisors

EXHIBIT A

REGISTERED
NO. 1

\$[PRINCIPAL AMOUNT]

ROSEVILLE CITY SCHOOL DISTRICT
COUNTY OF PLACER
STATE OF CALIFORNIA
2006 TAX AND REVENUE ANTICIPATION NOTE

INTEREST RATE: MATURITY DATE: NOTE DATE: CUSIP:
_____ % _____ [CLOSING DATE] _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Roseville City School District (the "District"), County of Placer, State of California, acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns (the "Registered Owner"), at the office of _____ (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date shown above, together with interest thereon at the rate of interest per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the date hereof until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of [PRINCIPAL AMOUNT], all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County of Placer duly passed and adopted on _____, 2006 and a Resolution of the Board of Education of the District duly passed and adopted on _____, 2006 under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues

defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the [principal corporate trust] office of the Paying Agent in [_____, California], 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 Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

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

IN WITNESS WHEREOF, the County of Placer has caused this Note to be executed by the Chairperson of its Board of Supervisors and by its Treasurer-Tax Collector by facsimile signature and countersigned by the Clerk of its Board of Supervisors by facsimile signature and has caused a facsimile of its official seal to be printed hereon this _____ day of _____, 2006.

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

By: _____
Treasurer-Tax Collector

(SEAL)
Countersigned:

By: _____
Clerk of the
Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Notes described in the within-mentioned Resolution and authenticated by the manual signature of the [Paying Agent], as Paying Agent, and registered on _____, 2006.

[PAYING AGENT], as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

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

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.

BOARD OF SUPERVISORS, COUNTY OF PLACER,
STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF ROSEVILLE
JOINT UNION HIGH SCHOOL DISTRICT, COUNTY OF PLACER, STATE
OF CALIFORNIA 2006 TAX AND REVENUE ANTICIPATION NOTES IN A
PRINCIPAL AMOUNT NOT TO EXCEED TWELVE MILLION DOLLARS

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing; and

WHEREAS, the County Superintendent of the County of Placer (the "County") has jurisdiction over Roseville Joint Union High School District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Trustees of the District (the "District Board"), being the governing board of the District, dated May 2, 2006, entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2006 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES" (the "District Resolution"), attached hereto, which District Resolution requests the borrowing of not to exceed Twelve Million Dollars (\$12,000,000) at an interest rate not to exceed seven percent (7%) per annum, through the issuance by the County Board of 2006 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes are payable not more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2006-2007 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2006-2007 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the general

fund of the District during or allocable to fiscal year 2006-2007 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued in the form and executed in the manner prescribed herein, as required by Section 53853 of the Act; and

WHEREAS, the County Board, in reliance on a determination by the District, has found and determined that said Twelve Million Dollars (\$12,000,000) maximum principal amount of Notes to be issued in the name of the District by the County Board in fiscal year 2006-2007, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen (13) months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, the Board of Supervisors of the County of Placer hereby resolves as follows:

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The County Board hereby determines to and shall issue in the name of the District, an amount not to exceed Twelve Million Dollars (\$12,000,000) principal amount of Notes under the Act, designated "Roseville Joint Union High School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes"; to be numbered from 1 consecutively upward in order of issuance (if more than one note is issued); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser of the Notes; to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than thirteen (13) months after such date of delivery; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of 7% percent per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of a paying agent which shall be either the Treasurer-Tax Collector of the

County or a financial institution designated by the District (the "Paying Agent"); provided that if the Notes mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they may become due and payable.

Section 3. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and in such event shall be evidenced by one note in the full principal amount of the Notes. The Depository Trust Company, New York, New York is hereby appointed depository for the Notes (the "Depository"). Registered ownership may not thereafter be transferred except as set forth in Section 5 hereof. There shall be simultaneously delivered with the Notes, the legal opinion of Sidley Austin LLP ("Bond Counsel") respecting the validity of the Notes.

Section 4. Transfer and Exchange of Notes. In the event the Notes are not registered in the name of "Cede & Co.," the registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note, for a like aggregate principal amount. The Paying Agent shall require the Note owner requesting such registration or transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Paying Agent may require the Note owner requesting such registration or transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration or transfer. The Paying Agent may treat the registered owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 5 hereof, Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The District may require the Note owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such exchange.

Section 5. Use of Depository.

(1) If the Notes are initially registered as provided in Section 3 hereof, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section 5 (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or a 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 Paying Agent, upon (1) the resignation of The Depository Trust Company 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 The Depository Trust Company (or its successor) because The Depository Trust Company 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 The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(2) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent, together with a request of the County, on behalf of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such request of the County. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent together with a request of the County to the Paying Agent, new Notes 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 a request of the County; provided, the Paying Agent shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a request of the County. Thereafter, Notes shall be transferred pursuant to Section 4 hereof.

(3) The County and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the County; and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Notes and neither the County nor the Paying Agent will have any responsibility or

obligations, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Notes.

(4) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the County 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 Notes 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 6. Deposit of Note Proceeds. Proceeds from the sale of the Notes shall be deposited in the general fund of the District or a fund held by the Paying Agent on behalf of the District. Moneys in such funds may be invested as authorized by Section 8 herein.

Section 7. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Roseville

Joint Union High School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(D) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, shall be invested as authorized by Section 8 herein; provided that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 8. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in the County Treasurer’s Investment Pool administered by the Treasurer, pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District, with the consent of the Treasurer. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California.

Section 9. Execution of Notes. The Treasurer-Tax Collector of the County (the “Treasurer”) and the County Chairperson (the “Chairperson”) are hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the “Clerk”) is hereby authorized to countersign the Notes manually or by facsimile signature, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated the Notes.

Section 10. Sale of Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by Capitol Public Finance Group, LLC (the “Financial Advisor”). The form of Contract of Purchase for the Notes (the “Contract of Purchase”), substantially in the form presented to this meeting, is hereby approved. The Chairperson and the Treasurer, or an authorized designee thereof, are hereby requested to execute and deliver the Contract of Purchase, and the appropriate officials of the District are hereby requested to

acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer are further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, up to Twelve Million Dollars (\$12,000,000) and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 11. Authorization of Preliminary Official Statement and Official Statement. The Financial Advisor is hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Financial Advisor is hereby authorized to cause the distribution of said Preliminary Official Statement and Official Statement. The appropriate officials of the District are hereby authorized to approve and execute the final Official Statement, such approval to be conclusively evidenced by execution and delivery thereof.

Section 12. Tax Covenants. The District has covenanted that it will make no use of the proceeds of the Notes or any other amounts that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, the District has agreed to comply with all requirements of said Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Notes and certain other amounts, if required, to the United States. The District has further covenanted to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District has agreed to comply with the Tax Certificate to be executed by the District on the date of issuance and delivery of the Notes (the “Tax Certificate”). The Paying Agent, by acceptance of its duties hereunder, agrees to comply with any instructions received from the District that the District indicates must be followed in order to comply with the Tax Certificate. The District has covenanted that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 13. Ratification of Action. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions heretofore adopted by the County and District Boards.

[Remainder of this page intentionally left blank.]

Section 14. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under the District Resolution in accordance with the law and for carrying out the provisions of the District Resolution and of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Placer this 27th day of June, 2006, by the following vote:

AYES:

NOES:

ABSENT:

COUNTY OF PLACER

By _____
Chairperson of the
Board of Supervisors

ATTEST:

Clerk of the
Board of Supervisors

EXHIBIT A

REGISTERED
NO. 1

\$[PRINCIPAL AMOUNT]

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT
COUNTY OF PLACER
STATE OF CALIFORNIA
2006 TAX AND REVENUE ANTICIPATION NOTE

INTEREST RATE: MATURITY DATE: NOTE DATE: CUSIP:
_____ % _____ [CLOSING DATE] _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Roseville Joint Union High School District (the "District"), County of Placer, State of California, acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns (the "Registered Owner"), at the office of _____ (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date shown above, together with interest thereon at the rate of interest per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the date hereof until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of [PRINCIPAL AMOUNT], all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County of Placer duly passed and adopted on _____, 2006 and a Resolution of the Board of Trustees of the District duly passed and adopted on _____, 2006 under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general

obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the [principal corporate trust] office of the Paying Agent in [_____, California], 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 Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

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

IN WITNESS WHEREOF, the County of Placer has caused this Note to be executed by the Chairperson of its Board of Supervisors and by its Treasurer-Tax Collector by facsimile signature and countersigned by the Clerk of its Board of Supervisors by facsimile signature and has caused a facsimile of its official seal to be printed hereon this _____ day of _____, 2006.

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

By: _____
Treasurer-Tax Collector

(SEAL)
Countersigned:

By: _____
Clerk of the
Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Notes described in the within-mentioned Resolution and authenticated by the manual signature of the [Paying Agent], as Paying Agent, and registered on _____, 2006.

[PAYING AGENT], as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

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

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.

BOARD OF SUPERVISORS, COUNTY OF PLACER,
STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF TAHOE
TRUCKEE UNIFIED SCHOOL DISTRICT, COUNTY OF PLACER, STATE
OF CALIFORNIA 2006 TAX AND REVENUE ANTICIPATION NOTES IN A
PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing; and

WHEREAS, the County Superintendent of the County of Placer (the "County") has jurisdiction over Tahoe Truckee Unified School District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Trustees of the District (the "District Board"), being the governing board of the District, dated May 3, 2006, entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2006 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES" (the "District Resolution"), attached hereto, which District Resolution requests the borrowing of not to exceed Ten Million Dollars (\$10,000,000) at an interest rate not to exceed seven percent (7%) per annum, through the issuance by the County Board of 2006 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes are payable not more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2006-2007 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2006-2007 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the general

fund of the District during or allocable to fiscal year 2006-2007 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued in the form and executed in the manner prescribed herein, as required by Section 53853 of the Act; and

WHEREAS, the County Board, in reliance on a determination by the District, has found and determined that said Ten Million Dollars (\$10,000,000) maximum principal amount of Notes to be issued in the name of the District by the County Board in fiscal year 2006-2007, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen (13) months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, the Board of Supervisors of the County of Placer hereby resolves as follows:

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The County Board hereby determines to and shall issue in the name of the District, an amount not to exceed Ten Million Dollars (\$10,000,000) principal amount of Notes under the Act, designated "Tahoe Truckee Unified School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes"; to be numbered from 1 consecutively upward in order of issuance (if more than one note is issued); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser of the Notes; to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than thirteen (13) months after such date of delivery; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of 7% percent per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of a paying agent which shall be either the Treasurer-Tax Collector of the County or a financial

institution designated by the District (the "Paying Agent"); provided that if the Notes mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they may become due and payable.

Section 3. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and in such event shall be evidenced by one note in the full principal amount of the Notes. The Depository Trust Company, New York, New York is hereby appointed depository for the Notes (the "Depository"). Registered ownership may not thereafter be transferred except as set forth in Section 5 hereof. There shall be simultaneously delivered with the Notes, the legal opinion of Sidley Austin LLP ("Bond Counsel") respecting the validity of the Notes.

Section 4. Transfer and Exchange of Notes. In the event the Notes are not registered in the name of "Cede & Co.," the registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note, for a like aggregate principal amount. The Paying Agent shall require the Note owner requesting such registration or transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Paying Agent may require the Note owner requesting such registration or transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration or transfer. The Paying Agent may treat the registered owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 5 hereof, Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The District may require the Note owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such exchange.

Section 5. Use of Depository.

(1) If the Notes are initially registered as provided in Section 3 hereof, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section 5 (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or a 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 Paying Agent, upon (1) the resignation of The Depository Trust Company 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 The Depository Trust Company (or its successor) because The Depository Trust Company 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 The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(2) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent, together with a request of the County, on behalf of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such request of the County. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent together with a request of the County to the Paying Agent, new Notes 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 a request of the County; provided, the Paying Agent shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a request of the County. Thereafter, Notes shall be transferred pursuant to Section 4 hereof.

(3) The County and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the County; and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Notes and neither the County nor the Paying Agent will have any responsibility or

obligations, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Notes.

(4) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the County 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 Notes 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 6. Deposit of Note Proceeds. Proceeds from the sale of the Notes shall be deposited in the general fund of the District or a fund held by the Paying Agent on behalf of the District. Moneys in such funds may be invested as authorized by Section 8 herein.

Section 7. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Tahoe

Truckee Unified School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(D) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, shall be invested as authorized by Section 8 herein; provided that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 8. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in the County Treasurer’s Investment Pool administered by the Treasurer, pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District, with the consent of the Treasurer. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California.

Section 9. Execution of Notes. The Treasurer-Tax Collector of the County (the “Treasurer”) and the County Chairperson (the “Chairperson”) are hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the “Clerk”) is hereby authorized to countersign the Notes manually or by facsimile signature, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated the Notes.

Section 10. Sale of Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by Capitol Public Finance Group, LLC (the “Financial Advisor”). The form of Contract of Purchase for the Notes (the “Contract of Purchase”), substantially in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or an authorized designee thereof, are hereby requested to execute and deliver the Contract of Purchase, and the appropriate officials of the District are hereby requested to

acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer are further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, up to Ten Million Dollars (\$10,000,000) and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 11. Authorization of Preliminary Official Statement and Official Statement. The Financial Advisor is hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Financial Advisor is hereby authorized to cause the distribution of said Preliminary Official Statement and Official Statement. The appropriate officials of the District are hereby authorized to approve and execute the final Official Statement, such approval to be conclusively evidenced by execution and delivery thereof.

Section 12. Tax Covenants. The District has covenanted that it will make no use of the proceeds of the Notes or any other amounts that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, the District has agreed to comply with all requirements of said Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Notes and certain other amounts, if required, to the United States. The District has further covenanted to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District has agreed to comply with the Tax Certificate to be executed by the District on the date of issuance and delivery of the Notes (the “Tax Certificate”). The Paying Agent, by acceptance of its duties hereunder, agrees to comply with any instructions received from the District that the District indicates must be followed in order to comply with the Tax Certificate. The District has covenanted that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 13. Ratification of Action. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions heretofore adopted by the County and District Boards.

[Remainder of this page intentionally left blank.]

Section 14. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under the District Resolution in accordance with the law and for carrying out the provisions of the District Resolution and of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Placer this 27th day of June, 2006, by the following vote:

AYES:

NOES:

ABSENT:

COUNTY OF PLACER

By _____
Chairperson of the
Board of Supervisors

ATTEST:

Clerk of the
Board of Supervisors

208

EXHIBIT A

REGISTERED
NO. 1

\$[PRINCIPAL AMOUNT]

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
COUNTY OF PLACER
STATE OF CALIFORNIA
2006 TAX AND REVENUE ANTICIPATION NOTE

INTEREST RATE: MATURITY DATE: NOTE DATE: CUSIP:
_____ % _____ [CLOSING DATE] _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Tahoe Truckee Unified School District (the "District"), County of Placer, State of California, acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns (the "Registered Owner"), at the office of _____ (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date shown above, together with interest thereon at the rate of interest per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the date hereof until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of [PRINCIPAL AMOUNT], all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County of Placer duly passed and adopted on _____, 2006 and a Resolution of the Board of Trustees of the District duly passed and adopted on _____, 2006 under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues

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defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the [principal corporate trust] office of the Paying Agent in [_____, California], 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 Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

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

IN WITNESS WHEREOF, the County of Placer has caused this Note to be executed by the Chairperson of its Board of Supervisors and by its Treasurer-Tax Collector by facsimile signature and countersigned by the Clerk of its Board of Supervisors by facsimile signature and has caused a facsimile of its official seal to be printed hereon this _____ day of _____, 2006.

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

By: _____
Treasurer-Tax Collector

(SEAL)
Countersigned:

By: _____
Clerk of the
Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Notes described in the within-mentioned Resolution and authenticated by the manual signature of the [Paying Agent], as Paying Agent, and registered on _____, 2006.

[PAYING AGENT], as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

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

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.

BOARD OF SUPERVISORS, COUNTY OF PLACER,
STATE OF CALIFORNIA

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF WESTERN
PLACER UNIFIED SCHOOL DISTRICT, COUNTY OF PLACER, STATE OF
CALIFORNIA 2006 TAX AND REVENUE ANTICIPATION NOTES IN A
PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE
HUNDRED THOUSAND DOLLARS

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), a school district may borrow money by issuing notes for any purpose for which the school district is authorized to expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the school district; and

WHEREAS, Section 53853 of the Act provides that such notes must be issued in the name of the school district by the board of supervisors of the county, the county superintendent of which has jurisdiction over the school district, as soon as possible following the receipt of a resolution of the governing board of the school district requesting the borrowing; and

WHEREAS, the County Superintendent of the County of Placer (the "County") has jurisdiction over Western Placer Unified School District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Trustees of the District (the "District Board"), being the governing board of the District, dated May 2, 2006, entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF WESTERN PLACER UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2006 TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO ISSUE SAID NOTES" (the "District Resolution"), attached hereto, which District Resolution requests the borrowing of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) at an interest rate not to exceed seven percent (7%) per annum, through the issuance by the County Board of 2006 Tax and Revenue Anticipation Notes (the "Notes") in the name of the District; and

WHEREAS, pursuant to federal tax restrictions, such Notes are payable not more than thirteen (13) months after their date of delivery which is during the fiscal year succeeding the fiscal year 2006-2007 in which such Notes were issued and pursuant to Section 53854 of the Act, such Notes shall be payable only from revenue received or accrued during the fiscal year 2006-2007 in which issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the general

fund of the District during or allocable to fiscal year 2006-2007 are pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Notes shall be in denominations of \$5,000, or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued in the form and executed in the manner prescribed herein, as required by Section 53853 of the Act; and

WHEREAS, the County Board, in reliance on a determination by the District, has found and determined that said Seven Million Five Hundred Thousand Dollars (\$7,500,000) maximum principal amount of Notes to be issued in the name of the District by the County Board in fiscal year 2006-2007, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for the payment of the Notes and interest thereon, as required by Section 53858 of the Act; and

WHEREAS, the Notes will not be outstanding after a period ending thirteen (13) months after the date on which such Notes are issued and will not be issued in an amount greater than the maximum anticipated cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in the Income Tax Regulations of the United States Treasury promulgated under Section 148 of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, the Board of Supervisors of the County of Placer hereby resolves as follows:

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

Section 2. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The County Board hereby determines to and shall issue in the name of the District, an amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) principal amount of Notes under the Act, designated "Western Placer Unified School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes"; to be numbered from 1 consecutively upward in order of issuance (if more than one note is issued); to be in the denominations of \$5,000, or integral multiples thereof, as determined by the purchaser of the Notes; to be dated the date of delivery thereof; to mature (without option of prior redemption) not more than thirteen (13) months after such date of delivery; and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates determined at the time of sale thereof, but not in excess of 7% percent per annum. Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of a paying agent which shall be either the Treasurer-Tax Collector of the

County or a financial institution designated by the District (the "Paying Agent"); provided that if the Notes mature more than twelve (12) months after the date of issuance thereof, an additional interest payment date on or before the one year anniversary of the issuance of the Notes shall be selected, such selection to be conclusively evidenced by the execution of the Notes. For purposes of the Notes, the Paying Agent shall be deemed to be a "fiscal agent" within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they may become due and payable.

Section 3. Form of Notes. The Notes shall be issued in registered form and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes may be initially registered in the name of "Cede & Co." as nominee of The Depository Trust Company, and in such event shall be evidenced by one note in the full principal amount of the Notes. The Depository Trust Company, New York, New York is hereby appointed depository for the Notes (the "Depository"). Registered ownership may not thereafter be transferred except as set forth in Section 5 hereof. There shall be simultaneously delivered with the Notes, the legal opinion of Sidley Austin LLP ("Bond Counsel") respecting the validity of the Notes.

Section 4. Transfer and Exchange of Notes. In the event the Notes are not registered in the name of "Cede & Co.," the registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note, for a like aggregate principal amount. The Paying Agent shall require the Note owner requesting such registration or transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The Paying Agent may require the Note owner requesting such registration or transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration or transfer. The Paying Agent may treat the registered owner of any Note as the absolute owner thereof for all purposes whatsoever in accordance with this resolution, and the Paying Agent shall not be affected by any notice to the contrary.

Subject to the provisions of Section 5 hereof, Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The District may require the Note owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such exchange.

Section 5. Use of Depository.

(1) If the Notes are initially registered as provided in Section 3 hereof, registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section 5 (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or a 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 Paying Agent, upon (1) the resignation of The Depository Trust Company 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 The Depository Trust Company (or its successor) because The Depository Trust Company 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 The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(2) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent, together with a request of the County, on behalf of the District, to the Paying Agent, a new Note shall be executed and delivered in the aggregate principal amount of the Notes registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such request of the County. In the case of any transfer pursuant to clause (iii) of subsection (1) of this Section 5, upon receipt of the outstanding Notes by the Paying Agent together with a request of the County to the Paying Agent, new Notes 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 a request of the County; provided, the Paying Agent shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a request of the County. Thereafter, Notes shall be transferred pursuant to Section 4 hereof.

(3) The County and the Paying Agent shall be entitled to treat the person in whose name any Note is registered as the owner thereof for all purposes of this resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the County; and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Notes and neither the County nor the Paying Agent will have any responsibility or

obligations, legal or otherwise, to the beneficial owners or to any other party, including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any Notes.

(4) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the County 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 Notes 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 6. Deposit of Note Proceeds. Proceeds from the sale of the Notes shall be deposited in the general fund of the District or a fund held by the Paying Agent on behalf of the District. Moneys in such funds may be invested as authorized by Section 8 herein.

Section 7. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in a month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Notes and the interest thereon.

(C) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be deposited with and held by the Paying Agent in a special fund designated as the "Western

Placer Unified School District, County of Placer, State of California, 2006 Tax and Revenue Anticipation Notes Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(D) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in the Repayment Fund. After such date as the amount of Pledged Revenues deposited in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys in the Repayment Fund, shall be invested as authorized by Section 8 herein; provided that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 8. Authorization to Invest in Investment Agreement and LAIF. Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in the County Treasurer’s Investment Pool administered by the Treasurer, pursuant to law and the investment policy of the County, unless otherwise directed in writing by the District, with the consent of the Treasurer. Pursuant to Section 53601(1) of the Government Code of the State of California, the following are hereby designated as additional authorized investments for the proceeds of the Notes and for the moneys in the Repayment Fund: (i) a guaranteed investment agreement meeting the requirements of each rating agency then rating the Notes necessary to maintain the current rating on the Notes and (ii) the Local Agency Investment Fund administered by the State of California.

Section 9. Execution of Notes. The Treasurer-Tax Collector of the County (the “Treasurer”) and the County Chairperson (the “Chairperson”) are hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the “Clerk”) is hereby authorized to countersign the Notes manually or by facsimile signature, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate. The Notes shall not be valid, unless and until the authenticating agent selected by the District and the Treasurer shall have manually authenticated the Notes.

Section 10. Sale of Notes. The Notes shall be sold to the purchaser at a negotiated sale through a competitive process conducted by Capitol Public Finance Group, LLC (the “Financial Advisor”). The form of Contract of Purchase for the Notes (the “Contract of Purchase”), substantially in the form presented to this meeting, is hereby approved. The Chairperson or the Treasurer, or an authorized designee thereof, are hereby requested to execute and deliver the Contract of Purchase, and the appropriate officials of the District are hereby requested to

acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the Chairperson or Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed seven percent (7%) per annum and that the discount not exceed 1% of the par amount of the Notes. The Chairperson and the Treasurer are further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase for sale by the County Board, up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) and to enter into and execute the Contract of Purchase with the purchaser, if the conditions set forth in this Resolution are satisfied.

Section 11. Authorization of Preliminary Official Statement and Official Statement. The Financial Advisor is hereby authorized to prepare a Preliminary Official Statement and an Official Statement relating to the Notes, to be used in connection with the offering and sale of the Notes. The Financial Advisor is hereby authorized to cause the distribution of said Preliminary Official Statement and Official Statement. The appropriate officials of the District are hereby authorized to approve and execute the final Official Statement, such approval to be conclusively evidenced by execution and delivery thereof.

Section 12. Tax Covenants. The District has covenanted that it will make no use of the proceeds of the Notes or any other amounts that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, the District has agreed to comply with all requirements of said Section 148 of the Code and the Treasury Regulations promulgated thereunder, including restrictions on the use and investment of proceeds of the Notes and certain other amounts and the rebate of a portion of the investment earnings on proceeds of the Notes and certain other amounts, if required, to the United States. The District has further covenanted to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of the aforementioned covenants, the District has agreed to comply with the Tax Certificate to be executed by the District on the date of issuance and delivery of the Notes (the “Tax Certificate”). The Paying Agent, by acceptance of its duties hereunder, agrees to comply with any instructions received from the District that the District indicates must be followed in order to comply with the Tax Certificate. The District has covenanted that it will take no action that would cause the interest on the Notes to be included in gross income for federal income tax purposes, nor will it refrain from taking action required to maintain the exclusion of interest on the Notes from gross income for federal income tax purposes.

Section 13. Ratification of Action. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution and resolutions heretofore adopted by the County and District Boards.

[Remainder of this page intentionally left blank.]

Section 14. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under the District Resolution in accordance with the law and for carrying out the provisions of the District Resolution and of this Resolution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Placer this 27th day of June, 2006, by the following vote:

AYES:

NOES:

ABSENT:

COUNTY OF PLACER

By _____
Chairperson of the
Board of Supervisors

ATTEST:

Clerk of the
Board of Supervisors

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EXHIBIT A

REGISTERED
NO. 1

\$[PRINCIPAL AMOUNT]

WESTERN PLACER UNIFIED SCHOOL DISTRICT
COUNTY OF PLACER
STATE OF CALIFORNIA
2006 TAX AND REVENUE ANTICIPATION NOTE

INTEREST RATE: MATURITY DATE: NOTE DATE: CUSIP:
_____ % _____ [CLOSING DATE] _____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Western Placer Unified School District (the "District"), County of Placer, State of California, acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns (the "Registered Owner"), at the office of _____ (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date shown above, together with interest thereon at the rate of interest per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the date hereof until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of [PRINCIPAL AMOUNT], all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of the County of Placer duly passed and adopted on _____, 2006 and a Resolution of the Board of Trustees of the District duly passed and adopted on _____, 2006 under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Pledged Revenues

defined below, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

As security for the payment of the principal of and interest on the Notes, the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending January 31, 2007; an amount equal to fifty percent (50%) of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending April 30, 2007; plus an amount sufficient to pay interest on the Notes and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending May 31, 2007 (such pledged amounts being herein called the "Pledged Revenues"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other moneys of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the [principal corporate trust] office of the Paying Agent in [_____, California], 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 Note. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

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

IN WITNESS WHEREOF, the County of Placer has caused this Note to be executed by the Chairperson of its Board of Supervisors and by its Treasurer-Tax Collector by facsimile signature and countersigned by the Clerk of its Board of Supervisors by facsimile signature and has caused a facsimile of its official seal to be printed hereon this _____ day of _____, 2006.

COUNTY OF PLACER

By: _____
Chairperson, Board of Supervisors

By: _____
Treasurer-Tax Collector

(SEAL)
Countersigned:

By: _____
Clerk of the
Board of Supervisors

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PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the Notes described in the within-mentioned Resolution and authenticated by the manual signature of the [Paying Agent], as Paying Agent, and registered on _____, 2006.

[PAYING AGENT], as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

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

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.

COUNTY OF PLACER, CALIFORNIA

[\$[PRINCIPAL AMOUNT]

_____ DISTRICT
2006 Tax and Revenue Anticipation Notes

FORM OF CONTRACT OF PURCHASE

_____, 2006

Jenine Windeshausen
Treasurer-Tax Collector
County of Placer
2976 Richardson Drive
Auburn, California 95603

Dear Ms. Windeshausen:

The undersigned (the "Underwriter") offers to enter into this agreement with the County of Placer, California (the "County") that, upon the County's acceptance hereof, will be binding upon the County and upon the Underwriter. This offer is made subject to the written acceptance of this Contract of Purchase by the County and the delivery of such acceptance to the Underwriter at or prior to 5:00 P.M. California time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby purchases from the County for reoffering to the public, and the County hereby sells to the Underwriter for such purpose, all (but not less than all) of \$[PRINCIPAL AMOUNT] aggregate principal amount of _____ District, County of Placer, California (the "District") 2006 Tax and Revenue Anticipation Notes dated the date of issuance thereof and due _____, 2007 (the "Notes") bearing interest at ____% per annum and for the purchase price of \$_____ (equal to the principal amount less Underwriter's discount and premium).

2. The Notes shall be as described in the Resolution adopted by the County on _____, 2006, authorizing the issuance of the Notes (the "Resolution"), and shall be issued under the provisions of the Constitution and laws of the State of California (the "State").

3. Within seven business days hereof, the District shall deliver to the Underwriter an Official Statement of the District relating to the Notes (which, together with all appendices thereto and with such changes therein and supplements thereto that are consented to in writing by the Underwriter, is herein called the "Official Statement"), in a form satisfactory to the Underwriter and duly executed by the District, which the District deems final as of its date. The

District has authorized the use and reproduction of the Official Statement in connection with the offering and sale of the Notes by the Underwriter. The District also has approved of the use and reproduction by the Underwriter prior to the date of the Official Statement of a Preliminary Official Statement of the District relating to the Notes (which, together with all appendices thereto, is herein called the "Preliminary Official Statement") in connection with the offering of the Notes.

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

5. No later than 10:00 A.M., California time, on _____, 2006 or at such other time or on such later business day as shall have been mutually agreed upon by the District and the Underwriter (the "Closing"), the District will deliver to the Underwriter at the offices of The Depository Trust Company, New York, New York ("DTC"), or at such other place as the District and the Underwriter may mutually agree upon, the Notes in definitive form duly executed, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price as set forth in paragraph 1 hereof by wire in "Federal Reserve Funds" (same day funds) to the Treasurer-Tax Collector of the County, as paying agent (the "Paying Agent") or upon the written order of the District. The Notes shall be delivered to DTC for the account of the Underwriter in New York, New York (or at such other place as the Underwriter and the District mutually agree upon) in typewritten form, bearing a CUSIP number, duly executed by the County and authenticated by the Paying Agent. The Notes will be made available in New York, New York for checking and packaging at least one business day prior to the Closing.

6. The District represents and warrants to the Underwriter and the County that:

(A) The District is a school district duly organized, validly existing and in good standing under the laws of the State, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Contract of Purchase and the Resolution.

(B) (i) At or prior to the Closing the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the District has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Contract of Purchase and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Contract of Purchase; at or prior to the Closing the execution and delivery of, and the performance by the District of its obligations contained in this Contract of Purchase shall have been duly authorized; (iii) this Contract of Purchase has been duly executed and delivered and constitutes a valid and legally binding obligation of the District; and (iv) the District has duly authorized the consummation by it of all transactions contemplated by this Contract of Purchase.

(C) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor.

(D) The District selected the Underwriter.

(E) There are no present conditions or determinations of which the District is aware that will prevent the receipt of and application by the District of the revenues pledged to pay the Notes.

(F) The performance of this Contract of Purchase, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the District, do not and will not conflict with or constitute on the part of the District a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the District, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the District is subject or by which it is bound.

(G) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the District of, and performance by the District of its obligations under, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter). As used herein, the term "Governmental Authority" refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.

(H) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the District) threatened against the District or (to the best knowledge of the District, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Contract of Purchase, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.

(I) Any certificate signed by any official or other representative of the District and delivered to the Underwriter pursuant to this Contract of Purchase shall be deemed a representation and warranty by the District to the Underwriter as to the statements therein made.

(J) The issuance of the Notes is being done at the District's request and the District has received no independent financial advice regarding the Notes from the County.

7. The County represents and warrants to the Underwriter that:

(A) The County is validly existing under the laws of the State, including the State Constitution, with all right and power to sell the Notes as of the date hereof and to hereafter issue the Notes and to execute, deliver and perform its obligations under this Contract of Purchase and the Resolution.

(B) (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations under the Resolution, (ii) the County has, and at the date of the Closing will continue to have, full legal right, power and authority to enter into this Contract of Purchase and, at the date of the Closing will have full legal right, power and authority to issue and deliver the Notes to the Underwriter and to perform its obligations as provided in the Resolution and this Contract of Purchase; at or prior to the Closing the execution and delivery of, and the performance by the County of its obligations contained in this Contract of Purchase shall have been duly authorized; (iii) this Contract of Purchase has been duly executed and delivered and constitutes a valid and legally binding obligation of the County; and (iv) the County has duly authorized the consummation by it of all transactions contemplated by this Contract of Purchase.

(C) The Notes shall be secured as to the payment of principal and interest from the revenues and in the manner as described in the Resolution and the Official Statement. All of the Notes shall be general obligations of the District, and, to the extent not paid from the revenues pledged thereto, they shall be paid from any other moneys of the District lawfully available therefor and are not payable from County moneys.

(D) The County agrees that it will not issue any additional notes for the District secured by the revenues pledged to pay the Notes without the consent of the Underwriter.

(E) There are no present conditions or determinations of which the County is aware that will prevent the receipt of and application by the County or the District of the revenues pledged to pay the Notes.

(F) The performance of this Contract of Purchase, the performance of the District's obligations under its resolution and compliance with the provisions hereof and thereof by the County, do not and will not conflict with or constitute on the part of the County a breach of, or a default under, any existing law, ordinance, regulation, decree, order or resolution, or (to the best knowledge of the County, after due investigation) any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which it is bound.

(G) All authorizations, consents or approvals of, or filings or registrations, if any, with any Governmental Authority or court necessary for the valid issuance by the County of, and performance by the County of its obligations with respect to, the Notes will have been duly obtained or made prior to the issuance of the Notes (and disclosed to the Underwriter).

(H) As of the time of acceptance hereof and as of the Closing no action, suit, proceeding or investigation is pending or (to the best knowledge of the County) threatened against the County or (to the best knowledge of the County, no independent investigation having been made) any other person in any court or before any Governmental Authority seeking to restrain or enjoin the issuance or delivery of any of the Notes or in any way contesting or affecting the validity of the Resolution, the Notes, this Contract of Purchase, or the receipt or application of the revenues pledged to pay the Notes or the payment of principal of and interest on the Notes, or contesting the powers of the District to issue the Notes.

(I) Any certificate signed by any official or other representative of the County and delivered to the Underwriter pursuant to this Contract of Purchase shall be deemed a representation and warranty by the County to the Underwriter as to the statements therein made.

(J) The issuance of the notes is being done at the District's request and the District has received no independent financial advice regarding the Notes from the County.

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

(A) The representations and warranties of the County contained herein shall not be materially inaccurate at the date hereof and at and as of the Closing as if made as of the Closing and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall not be materially inaccurate at the Closing; and the County shall be in compliance with each of the agreements made by it in this Contract of Purchase (unless such agreements are waived by the Underwriter).

(B) At the time of the Closing this Contract of Purchase shall be in full force and effect; the Resolution and this Contract of Purchase shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; all actions that, in the opinion of Sidley Austin LLP, San Francisco, California ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the County shall perform or has performed all of its obligations required under or specified in the Resolution or this Contract of Purchase to be performed at or prior to the Closing.

(C) The provisions of law governing the payment of the revenues pledged to pay the Notes shall be in full force and effect and shall not have been amended in any respect that would materially adversely affect the prospects that such revenues will be received in the amounts and by the respective dates indicated in the Resolution and the Official Statement.

(D) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or Governmental Authority since the date of this Contract of Purchase (and not reversed on appeal or otherwise set aside) (i) that has any of the effects described in Section 6(H), or (ii) that declares this Contract of Purchase to be invalid or unenforceable in whole or in material part.

(E) In recognition of the desire of the County and the Underwriter to effect a successful public offering of the Notes, and in view of the potential adverse impact of any of the following events on a public offering, the Underwriter shall have the right to cancel its obligations to acquire the Notes, by written notice from the Underwriter to the District, if between the date hereof and the Closing: (i) the Official Statement shall have been amended, modified or supplemented without the consent in writing of the Underwriter, unless such consent was unreasonably withheld or (ii) any event shall occur that, in the reasonable professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; or (iii) the market for the Notes or the ability of the Underwriter to enforce contracts for the sale of the Notes shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by (a) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which legislation has been referred for consideration, or a decision rendered by a court of the United States or by the United States Tax Court, or a ruling order, official statement, or regulation (final, temporary or proposed) made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal taxation upon interest received on obligations of the general character of the Notes or that would have the effect of changing, directly or indirectly, the Federal income tax consequences of interest on obligations of the general character of the Notes in the hands of the holders thereof, or (b) any new outbreak of hostilities or other national or international calamity, crisis or default being such as would cause a major disruption in the municipal bond market, or (c) a general suspension of trading on the New York Stock Exchange, or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other Governmental Authority having jurisdiction, or (d) a general banking moratorium declared by either Federal or State authorities having jurisdiction, or (e) any action, suit, proceeding or investigation described in Section 6(H) hereof or any decision described in Section 8(D) hereof.

(F) At or prior to the Closing, the Underwriter shall receive the following documents each dated the date of the Closing:

(1) Unqualified approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Notes.

(2) A certificate of the County, executed on its behalf by its Treasurer-Tax Collector, in a form acceptable to Bond Counsel.

(3) An opinion of County Counsel substantially in the form attached hereto as Exhibit A.

(4) An arbitrage and use of proceeds certificate, satisfactory in form and substance to Bond Counsel.

(5) Signature and No Litigation Certificates executed by applicable officers of the District.

(6) Evidence of any rating on the Notes.

(7) A copy of the Blanket Letter of Representations with DTC, duly executed by the applicable officer of the District.

(8) The Continuing Disclosure Certificate executed by the applicable officer of the District, as described in Section 13 hereof.

(9) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the District with legal requirements, the accuracy, as of the time of Closing of the District's representations herein contained and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Contract of Purchase or if the Underwriter's obligations shall be terminated for any reason permitted by this Contract of Purchase, this Contract of Purchase shall terminate and neither the County nor the Underwriter shall have any further obligation hereunder, except that the obligations of the Underwriter and the District, to pay certain expenses as provided in Section 10 herein shall continue in full force and effect.

9. The performance by the County of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the County and the Underwriter of opinions and certificates required to be delivered at the Closing.

10. (a) Whether or not the Notes are issued as contemplated by this Contract of Purchase, neither the County nor the Underwriter shall be under any obligation to pay and the District shall pay, all expenses incident to the performance of the District's obligations, including but not limited to (i) the fees and disbursements of the accountants, financial advisers and any other experts, consultants or advisers to the District and retained on such basis by the District; (ii) the fees of the Paying Agent (as defined in the Resolution) and of any rating agencies rating the Notes; (iii) the cost of preparation and reproduction of the Preliminary Official Statement, the final Official Statement, any amendment or supplement to the Preliminary Official Statement or the final Official Statement, and the cost of printing the Notes; (iv) the fees and disbursements of Bond Counsel; and (v) any other expenses and costs of the County and the District incident to

the performance of their obligations in connection with the authorization, issuance and sale of the Notes to the Underwriter.

(b) The Underwriter shall pay (i) the fees of the California Debt and Investment Advisory Commission; and (ii) other expenses incurred by it in connection with the offering and distribution of the Notes.

11. Any notice or other communication to be given to the County under this Contract of Purchase may be given by delivering the same in writing to the County Treasurer-Tax Collector, or to such other person as they may designate in writing, and any notice or other communication to be given to the Underwriter under this Contract of Purchase (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to [UNDERWRITER].

12. This Contract of Purchase when accepted by the County in writing as heretofore specified shall constitute the entire agreement between the County and the Underwriter and is made solely for the benefit of the County and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

13. The District will undertake, pursuant to a Continuing Disclosure Certificate, substantially in the form reviewed by the Underwriter as of the date hereof, to provide notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and the Official Statement. Unless the District is otherwise notified in writing by the Underwriter on or prior to the Closing, the “end of the underwriting period” for the Notes for all purposes of Rule 15c2-12 under the Securities and Exchange Act of 1934, is the Closing. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the District in writing following the occurrence of the “end of the underwriting period” as defined in Rule 15c2-12 for the Notes.

14. This Contract of Purchase shall be construed and enforceable in accordance with the laws of the State of California.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

15. This Contract of Purchase may be executed simultaneously in several counterparts each of which shall be an original and all of which constitute but one and the same instrument.

Very truly yours,

[UNDERWRITER]

By: _____
Authorized Representative

Accepted:

By: _____
Treasurer-Tax Collector
County of Placer

Acknowledged:

By: _____
[Title]
_____ District

EXHIBIT A

(Letterhead of County Counsel)

[Closing Date]

_____ District
[Address]

[Underwriter]

Ladies and Gentlemen:

Reference is made to a Contract of Purchase dated _____, 2006 (the "Contract of Purchase"), between the County of Placer, California (the "County") and the underwriter named therein for the \$[PRINCIPAL AMOUNT] 2006 Tax and Revenue Anticipation Notes (the "Notes") of _____ District, in connection with which you have requested my opinion as to the matters set forth below. All terms used herein have the definitions set forth in the Contract of Purchase.

As legal counsel to the County, I have reviewed the Resolution adopted on _____, 2006, entitled "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER PROVIDING FOR THE ISSUANCE OF _____ DISTRICT, COUNTY OF PLACER, STATE OF CALIFORNIA, 2006 TAX AND REVENUE ANTICIPATION NOTES" (the "Resolution"). I have also examined such portions of the Constitution of the United States of America, the Constitution and the Statutes of the State of California (the "State") and such applicable court decisions as I deemed necessary or relevant for purposes of the opinions set forth below, and made such further inquiries and investigations as I deemed necessary or appropriate for purposes of such opinion. Based on the foregoing, I advise you that in my opinion:

1. The County is a political subdivision duly organized and validly existing under the laws of the State of California.

2. The Resolution was duly adopted at a meeting of the governing body of the County, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout.

3. There is no litigation against the County of any nature pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the Contract of Purchase, the Notes or any of the proceedings taken with respect to the issuance and sale of the Notes, the application of moneys to the payment of the Notes or in any manner questioning the proceedings and authority under which the Notes were authorized or affecting the validity of the Notes, the

existence or boundaries of the County or the title of officials of the County who have acted with respect to the proceedings for the issuance and sale of the Notes to their respective offices, and no authority or proceedings for the issuance and sale of the Notes have been repealed, revoked or rescinded.

4. The issuance of the Notes and the execution, delivery and performance of the Contract of Purchase do not and will not conflict with or constitute on the part of the County a breach of, or a default under any agreement, indenture, mortgage, lease or other instrument, to which the County is subject or by which either of them is bound.

Very truly yours,

By: _____
County Counsel

