

RESOLUTION NO. 17-32

RESOLUTION OF THE BOARD OF EDUCATION OF THE SANTA CLARA UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF 2017 GENERAL OBLIGATION REFUNDING BONDS IN THE NOT TO EXCEED AMOUNT OF \$185,000,000

WHEREAS, the Board of Education (the "Board") of the Santa Clara Unified School District (the "District") has previously issued or caused to be issued the Santa Clara Unified School District, (County of Santa Clara, California) 2009 General Obligation Refunding Bonds, dated November 12, 2009 in the principal amount of \$60,625,000 of which \$32,795,000 principal amount is currently outstanding (the "2009 Refunding Bonds") a portion of which was issued to current refund a portion of the District's General Obligation Bonds, Election of 1997, Series 1997 (the "Series 1997 Bonds") and a portion of which was issued to advance refund the District's General Obligation Bonds, Election of 1997, Series 2000 (the "Series 2000 Bonds");

WHEREAS, the Board of the District has previously issued or caused to be issued the Santa Clara Unified School District, (County of Santa Clara, California) Election of 2004, General Obligation Bonds, Series 2011A dated July 1, 2011 in the principal amount of \$91,140,000 of which \$80,225,000 principal amount is currently outstanding (the "Series 2011A Bonds");

WHEREAS, the Board of the District has previously issued or caused to be issued the Santa Clara Unified School District, (County of Santa Clara, California) Election of 2010, General Obligation Bonds, Series 2011 dated July 1, 2011 in the principal amount of \$81,100,000 of which \$72,095,000 principal amount is currently outstanding (the "Series 2011 Bonds");

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds without submitting the question of the issuance of the refunding bonds to a vote of the qualified electors of the local agency;

WHEREAS, the Board deems it necessary and desirable to authorize the issuance of general obligation refunding bonds to refund, on an advance basis, i) a portion of the 2009 Refunding Bonds attributable to the current refunding of the Series 1997 Bonds, ii) a portion of the Series 2011A Bonds and iii) a portion of the Series 2011 Bonds (such refunded portions being referred to herein as the "Refunded Bonds") pursuant to this Resolution and in conformity with the Act, to be designated as the "Santa Clara Unified School District (Santa Clara County, California) 2017 General Obligation Refunding Bonds" ("Bonds") in an aggregate principal amount not exceeding \$185,000,000, provided that a sufficient level of savings may be achieved by doing so, according to the terms and in the manner hereinafter set forth;

WHEREAS, the District intends that the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds, will not exceed the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds;

WHEREAS, a form of bond purchase agreement, in the form presented at this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Bond Purchase Agreement") to purchase the Bonds proposed to be entered into with an underwriter (the "Underwriter") selected pursuant to a competitive bid process conducted by the Financial Advisor (as defined below) has been prepared;

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Bonds, the Underwriter must have reasonably determined that the issuer or other obligated person has undertaken, in a written agreement or contract for the benefit of the holders of the Bonds, to provide disclosure of certain financial information and certain material events on an ongoing basis; in order to cause such requirement to be satisfied, the District desires to execute and deliver a continuing disclosure certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Continuing Disclosure Certificate");

WHEREAS, the preliminary official statement to be distributed in connection with the public offering of the Bonds, with such changes, insertions and omissions as are made pursuant to this Resolution ("Preliminary Official Statement"), has been prepared and is presented at this meeting;

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

WHEREAS, the District desires that the Director of Finance of the Finance Agency ("Director of Finance") of the County of Santa Clara ("County") annually establish tax rates on taxable property within the District for repayment of the Bonds, pursuant to Sections 29100-29103 of the Government Code, that the Board of Supervisors of the County annually approve the levy of such tax, and the Director of Finance annually collect such tax and apply the proceeds thereof to the payment of principal of and interest on the Bonds when due; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Santa Clara Unified School District does hereby resolve as follows:

ARTICLE 1

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

"Act" means Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

"Articles," "Sections" and other subdivisions are to the corresponding Articles,

Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

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

"Bond Counsel" means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Insurer" means any insurance company which issues a municipal bond insurance policy insuring the payment of the principal amount of and interest on the Bonds.

"Bond Payment Date" means January 1 and July 1 of each year commencing on July 1, 2018, with respect to payment of interest on the Bonds (or as otherwise as set forth in the Bond Purchase Agreement), and July 1 of each year with respect to payment of principal on the Bonds, in the years as set forth in the Bond Purchase Agreement.

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

"Bond Register" means the records maintained by the Paying Agent pursuant to Section 2.08 of this Resolution for registration of the ownership and transfer of ownership of the Bonds.

"Bonds" means the Santa Clara Unified School District (Santa Clara County, California) 2017 General Obligation Refunding Bonds at any time Outstanding pursuant to this Resolution.

"Closing Date" means the date upon which there is an exchange of Bonds for the proceeds representing the purchase price of the Bonds by the Underwriter as set forth in the Bond Purchase Agreement.

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

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"County" means the County of Santa Clara.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent and Escrow Bank, fees of a verification agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Bonds and

charges and fees in connection with the foregoing. Additional costs authorized to be paid from the proceeds of the Bonds are all of the authorized costs set forth in sections 53550(e) and (f) of the Government Code.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Director of Finance" means the Director of Finance of the Finance Agency of the County, or a designee thereof.

"District Representative" means the President of the Board, or such other member of the Board as the President may designate, Superintendent, the Chief Business Official or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Bonds.

"Escrow Agreement" means the Escrow Deposit and Trust Agreement, dated the Closing Date, by and between the District and U.S. Bank National Association, as escrow holder, with respect to the redemption of the Refunded Bonds.

"Escrow Bank" means U.S. Bank National Association, as escrow bank under the Escrow Agreement.

"Escrow Fund" means the escrow fund established pursuant to the Escrow Agreement.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of the applicable regulations of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

"Financial Advisor" means Government Financial Strategies inc., financial advisor to the District.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at

<http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Bonds.

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

"Outstanding," when used as of any particular time with reference to Bonds, means all Bonds except:

(a) Bonds theretofore cancelled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 8.02 hereof; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the District pursuant to the Resolution.

"Owner" means, with respect to any Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

"Paying Agent" means any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent, costs of issuance agent and paying agent for the Bonds in accordance Section 6.01 hereof.

"Paying Agent/Bond Registrar/Costs of Issuance Agreement" means the agreement of that name, dated the Closing Date, by and between the District and the Paying Agent.

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

"Principal Office" means the principal office of the Paying Agent in San Francisco, California.

"Refunded Bonds" means all or a portion of the following bonds, being refunded on an advance basis: i) the outstanding 2009 Refunding Bonds maturing July 1, 2019 through 2022 attributable to the current refunding of the Series 1997 Bonds, ii) the outstanding Series 2011A Bonds maturing July 1, 2028 through 2036 and iii) the outstanding Series 2011 Bonds maturing July 1, 2021 through 2036.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Resolution" means this Resolution.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041 Attention: Call Notification Department; or to such other addresses and/or such other registered securities depositories holding substantial amounts of obligations of types similar to the Bonds.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article 7 hereof.

"Tax Certificate" means the Tax Certificate(s) with respect to the Bonds executed by the District, dated the date of issuance of the Bonds.

"Underwriter" means the underwriter selected pursuant to a competitive bid process conducted by the Financial Advisor.

"Written Request of the District" means an instrument in writing signed by a District Representative, or by any other officer of the District duly authorized by the District.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

Section 1.03. Findings.

(a) The Board hereby finds and determines that the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds, does not exceed the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(b) The Board hereby finds and determines pursuant to section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Bonds without submitting the question of the issuance of the Bonds to a vote of the qualified electors of the District.

(c) The Board intends to redeem the Refunded Bonds on the first optional redemption date thereof subsequent to the issuance of the Bonds.

ARTICLE 2

THE BONDS

Section 2.01. Authorization. Bonds in the aggregate principal amount of not to exceed One Hundred Eighty-Five Million Dollars (\$185,000,000) are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. This Resolution constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and premiums, if any, and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the "Santa Clara Unified School District (Santa Clara County, California) 2017 General Obligation Refunding Bonds."

Section 2.02. Terms of Bonds.

(a) *Date of Bonds*. The Bonds shall be dated as of the Closing Date.

(b) *Form; Numbering*. The Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Bonds maturing in the year of

maturity of the Bond for which the denomination is specified. Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(c) *CUSIP Identification Numbers.* "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Bonds shall not constitute an Event of Default or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) *Maturities; Interest.* The Bonds shall mature and become payable on July 1 in each of the years 2018 through 2036, or otherwise as set forth in the Bond Purchase Agreement (but in no event through a date later than the final maturity date for the Refunded Bonds), in the amounts determined upon the sale thereof in accordance with the Bond Purchase Agreement. The Bonds shall bear interest at a rate not to exceed 6.00% per annum such rates to be determined upon the sale thereof in accordance with Section 4.01 hereof, payable semi-annually on each January 1 and July 1, commencing July 1, 2018, or as otherwise set forth in the Bond Purchase Agreement.

Each Bond shall bear interest from the Bond Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of a Bond Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to a Bond Payment Date and after the close of business on the fifteenth day of the month preceding such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or (iii) it is registered and authenticated on or before the Record Date (as defined below) preceding the first Bond Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register at the close of business on the fifteenth (15th) day of the month preceding the Bond Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the Bonds is payable in lawful money of the United States of America at the Principal Office of the Paying Agent.

Section 2.03. Redemption of Bonds.

(a) *Redemption.* The Bonds will be subject to redemption on the dates and in the amounts specified in the Bond Purchase Agreement.

(b) *Selection of Bonds for Redemption.* If less than all of the Bonds shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such order as shall be directed by the District and, in lieu of such direction, on a proportional basis. Within a maturity, the Paying Agent shall select the Bonds for redemption as directed by the District, and, in lieu of such direction by lot; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of five thousand dollars (\$5,000) or some integral multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by five thousand dollars (\$5,000).

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

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered Owner of the Bonds, or if the registered Owner is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository, such as the Securities Depositories and to a national information service that disseminates securities redemption notices, such as Information Services and by first class mail, postage prepaid, to the District and the respective Owners of any registered Bonds designated for redemption at their addresses appearing on the Bond Register, in every case at least thirty (30) days, but not more than forty-five (45) days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Any notice of redemption for an optional redemption of the Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the notice of redemption shall not have been satisfied on or prior to the redemption date: (i) the notice of redemption shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional notice of redemption was given that such condition or conditions were not met and that the redemption was cancelled.

(d) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund (as defined in Section 3.02 below) or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the

rescission.

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

(f) *Effect of Redemption.* Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside for such purpose, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Section 2.03, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the registered Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 2.03 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by or on behalf of the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, all as provided in this Resolution, then such Bonds shall no longer be deemed outstanding and shall be surrendered to the Paying Agent for cancellation.

Section 2.04. Form of Bonds. The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the President of the Board, or an authorized designee thereof, and countersigned by the manual or facsimile signature of the Secretary to the Board, or an authorized designee thereof. The Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

Only such Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and

such certificate of the Paying Agent shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution. True copies of the opinions rendered by Bond Counsel in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds shall be attached to the Bonds.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchanges of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office of the Paying Agent and the Paying Agent shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Bonds executed and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be cancelled by it and delivered to, or upon the order of, the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in connection therewith. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant of any amount in respect of the principal or interest with respect to the Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

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

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

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

ARTICLE 3

ISSUE OF BONDS; APPLICATION OF BOND PROCEEDS; SECURITY FOR THE BONDS

Section 3.01. Issuance, Award and Delivery of Bonds. At any time after the execution of this Resolution the District may issue and deliver Bonds in the aggregate principal amount of not to exceed One Hundred Eighty-Five Million Dollars (\$185,000,000).

The District Representatives shall be, and are hereby, directed to cause the Bonds to be printed, signed and sealed, and to be delivered to the Underwriter on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the Bonds to the Underwriter, upon receipt of a Written Request of the District.

Section 3.02. Debt Service Fund. There is hereby created the "Santa Clara Unified School District (Santa Clara County, California) 2017 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund"), which shall be held and maintained by the Director of Finance as a separate fund, distinct from all other funds thereof. Any accrued interest received by the District from the sale of the Bonds shall be kept separate and apart in the Debt Service Fund for the Bonds and used only for payments of principal and interest on the Bonds. There shall also be transferred to and deposited in the Debt Service Fund *ad valorem* taxes in accordance with Section 3.05 below. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal and interest on District issued general obligation bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

Section 3.03 Escrow Fund. There is hereby authorized the "Santa Clara Unified School District (Santa Clara County, California) 2017 General Obligation Refunding Bonds Escrow Fund" (the "Escrow Fund"), which shall be established by the Escrow Bank under the Escrow Agreement for the purpose of depositing a portion of the proceeds of the Bonds, together with any other available funds, in an amount sufficient, together with interest earnings thereon, to defease the Refunded Bonds.

Section 3.04. Application of Proceeds of Sale of Bonds. On the Closing Date, the sale proceeds of the Bonds shall be paid by the Underwriter to the Paying Agent and to the Escrow Bank. As directed by the District, the Paying Agent and Escrow Bank shall deposit or transfer all of such amounts as follows:

(a) The Paying Agent shall deposit in an account to be established pursuant to the Agreement relating to Paying Agency, Registrar and Depository, the proceeds of the Bonds required to pay the Costs of Issuance (as shall be designated by the District on or prior to the Closing Date);

(b) The Escrow Bank shall deposit in the Escrow Fund such portion of the proceeds of the Bonds as are required for the defeasance of the Refunded Bonds.

Section 3.05. Security for the Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged pursuant to Government Code sections 5450 and 5451 for the payment of the principal of and interest on the Bonds when and as the same fall due. The moneys in the Debt Service Fund heretofore established and maintained by the County for the District, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as paying agent for the Bonds, as necessary to pay the principal of and interest on the Bonds.

Section 3.06. Rebate Fund. The following provisions shall apply to the Bonds.

(a) The District shall create and establish a special fund designated the "Santa Clara Unified School District (Santa Clara County) 2017 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the United States Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

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

percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

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

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

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

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

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

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

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

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

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

ARTICLE 4

SALE OF THE BONDS, APPROVAL OF BOND PURCHASE AGREEMENT, ESCROW AGREEMENT, PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT, OFFICIAL STATEMENT

Section 4.01. Bond Purchase Agreement/Sale of the Bonds. The form of Bond Purchase Agreement, in substantially the form submitted to this meeting as Exhibit B and made a part hereof as though set forth herein, is hereby approved, and the District Representatives are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the District Representative executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the interest rate on the Bonds shall not exceed the rate described in Section 2.02(d) hereof, (a) the minimum purchase price for the Bonds shall be not less than 98.0% of the aggregate principal amount thereof, (b) the Underwriter's discount for the sale of Bonds shall not exceed 2.0% of the principal amount of such Bonds exclusive of any costs of issuance the Underwriter contracts to pay, (c) the the District realizes at least (i) 4% net present value savings from the refunding of the 2009 Refunding Bonds and (ii) 6% net present value savings from the refunding of the Series 2011A and Series 2011 Bonds; and (d) the Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Bonds and shall recite the date thereof, the maturity dates, principal amounts and rates of interest of each maturity thereof, the initial and semiannual Bond Payment Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any.

The Board hereby finds and determines that the sale of the Bonds to the Underwriter selected pursuant to a competitive bid process conducted by the Financial Advisor as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in changing the timing of the sale, and an ability to implement the sale in a shorter time period, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

Section 4.02. Approval of Escrow Agreement. The Escrow Agreement, in substantially the form attached hereto as Exhibit C, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, or any designee thereof, is hereby approved by the Board. A District Representative, or any designee thereof, is hereby authorized and directed to execute the Escrow Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Escrow Agreement.

Section 4.03. Approval of Agreement relating to Paying Agency, Registrar and Depository. The Agreement relating to Paying Agency, Registrar and Depository, in substantially the form attached hereto as Exhibit D, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, or any designee thereof, is hereby approved by the Board. A District Representative, or any designee thereof, is hereby authorized and directed to execute the Agreement relating to Paying Agency, Registrar and Depository for and in the name and on behalf of the District.

The Board hereby authorizes the delivery and performance of the Agreement relating to Paying Agency, Registrar and Depository.

Section 4.04. Official Statement. The Board hereby approves the Preliminary Official Statement describing the financing, in substantially the form on file with the Secretary of the Board, together with any changes therein or additions thereto deemed advisable by a District Representative, or any designee thereof. The Board authorizes and directs a District Representative, or any designee thereof, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Bonds.

The Financial Advisor, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the Bonds therein offered for sale.

A District Representative, or any designee thereof, is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the Bonds, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Bonds, and does not, as of the date of delivery of the Bonds, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. A District Representative, or any designee thereof, shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by a District Representative, or any designee thereof, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Bonds.

Section 4.05. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Bonds are hereby approved. Each District Representative is hereby authorized and directed for and in the name and on behalf of the District, to provide for the purchase of escrow securities, to engage certified public accountants to verify the sufficiency of funds deposited in escrow, for defeasance of the Bonds, to execute and deliver any and all notices, certificates and representations, including signature certificates, no-litigation certificates, tax certificates, certificates relating to continuing disclosure obligations, notices to the California Debt and Investment Advisory Commission, and certificates concerning the Official Statement describing the Bonds, and to enter into such agreements or contracts, including as may be necessary to obtain bond insurance with respect to the Bonds, Paying Agent services or verification agent services with respect to the Refunded Bonds, or Escrow Bank services with respect to the Refunded Bonds, as such officers deem necessary and desirable to accomplish the purposes of this Resolution.

Section 4.06 Insurance. In the event a bond insurance policy is purchased for the

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

ARTICLE 5

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Owners. The District will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

Section 5.05. Arbitrage Covenant.

(a) *No Arbitrage*. The District shall not take, or permit or suffer to be taken by the Paying Agent or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be

"arbitrage bonds" within the meaning of section 148 of the Code.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached to the Official Statement as Appendix E. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

ARTICLE 6

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank National Association is hereby appointed Paying Agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

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

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

Any banking corporation or national banking association into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting

from any merger, conversion or consolidation to which it shall be a party of any banking corporation or national banking association to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided that such banking corporation or national banking association shall be eligible hereunder, shall be the successor to the Paying Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding. Prompt notice of such merger or consolidation shall be given to the District. All costs and expenses of such merger or consolidation shall be paid by the successor Paying Agent and no additional charges shall be levied against the District.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

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

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking

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

Section 6.05. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Bonds, or from the Debt Service Fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District. A District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses.

ARTICLE 7

SUPPLEMENTAL RESOLUTIONS

Section 7.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

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

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 7.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal

amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE 8

MISCELLANEOUS

Section 8.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Bonds, any right, remedy, and claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Bonds.

Section 8.02. Defeasance.

(a) *Discharge of Resolution.* Any or all of the Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing with an escrow agent selected by the District, in trust, at or before maturity, money or securities in the necessary amount, including investment earnings thereon (as provided in Section 8.02(c)), to pay or redeem Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, Bonds Outstanding.

If the District shall pay all Bonds Outstanding, and shall also pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Bonds shall not have been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 8.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 8.02(c) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of

such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the escrow agent shall have been made for the giving of such notice, then all liability of the District in respect of such Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the escrow agent as aforesaid for such payment, provided further, however, that the provisions of Section 8.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Escrow Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by an escrow agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by an escrow agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the escrow agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent or an escrow agent shall have been made for the giving of such notice; provided, in each case, that the escrow agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such Bonds.

(d) *Payment of Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held by the escrow agent in trust for the payment of the principal or redemption price of, or interest on, any Bonds and remaining unclaimed after the payment is due (whether at maturity or upon call for redemption as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the District free from the trusts created by this Resolution, and all liability of the escrow agent with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the District as aforesaid, the Paying

Agent may (at the cost of the District) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Bond Register a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 8.03. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his or her attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books. Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 8.04. Waiver of Personal Liability. No board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such board member, officer, agent or employee from the performance of any official duty provided by law.

Section 8.05. Destruction of Cancelled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or cancelled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such cancelled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 8.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Paying Agent in trust for the benefit of the Owners.

Section 8.07. Retention of Professionals. Government Financial Strategies inc. is hereby designated as financial advisor to the District; and Dannis Woliver Kelley is hereby

designated as bond counsel. The District Representatives, or any designee thereof, are hereby authorized and directed to execute an agreements with such firm for its services, in the form on file with the Clerk of the Board.

Section 8.08. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

Section 8.09. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 28th day of September, 2017, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Education
Santa Clara Unified School District

ATTEST:

Clerk of the Board of Education
Santa Clara Unified School District

I, _____, Secretary of the Board of Education of the Santa Clara Unified School District, (County of Santa Clara, California), do hereby certify that the foregoing is a full, true and correct copy of the Resolution passed and adopted by said Board of Education at a meeting on the 28th day of September, 2017.

Secretary to the Board of Education
Santa Clara Unified School District

EXHIBIT A
FORM OF BOND

**SANTA CLARA UNIFIED SCHOOL DISTRICT
(SANTA CLARA COUNTY, CALIFORNIA)
2017 GENERAL OBLIGATION REFUNDING BONDS**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP NO:</u>
____%	July 1, 20__	____, 2017	

REGISTERED OWNER: **CEDE & CO.**

PRINCIPAL AMOUNT: _____

The Santa Clara Unified School District (the "District") in Santa Clara County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on January 1 and July 1 of each year (the "Bond Payment Dates"), commencing July 1, 2018. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 15th day of the calendar month preceding any Interest Payment Date (the "Record Date") to such Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before June 15, 2018, in which event it shall bear interest from the date of delivery. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the corporate trust office of the Bond Registrar in San Francisco, CA. Interest is payable by check mailed by the Bond Registrar on each Interest Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the Record Date. The Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of a duly authorized issue of bonds of the District designated as "Santa Clara Unified School District (Santa Clara County, California) 2017 General Obligation Refunding Bonds", in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Chapter 4 (commencing with section 53550) of Articles 9 and 11 of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act"), and

pursuant to Resolution No. ____ of the District adopted September 28, 2017, (the "Resolution"), authorizing the issuance of the bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the Secretary of the Board of Education of the District) and the Act for a description of the terms on which the bonds are issued and the rights thereunder of the owners of the bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this bond, by acceptance hereof, assents and agrees.

The bonds have been issued by the District to refund, on an advance basis (i) a portion of the Santa Clara Unified School District, (County of Santa Clara, California) 2009 General Obligation Refunding Bonds, dated November 12, 2009 attributable to the current refunding of the Series 1997 Bonds, (ii) a portion of the Santa Clara Unified School District, (County of Santa Clara, California) Election of 2004, General Obligation Bonds, Series 2011A dated July 1, 2011 and (iii) a portion of the Santa Clara Unified School District, (County of Santa Clara, California) Election of 2010, General Obligation Bonds, Series 2011, dated July 1, 2011.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Resolution) and in authorized denominations at the principal office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required to transfer or exchange any Bonds (a) during the period from the Record Date next preceding any Interest Payment Date to such Interest Payment Date, (b) during the period beginning with the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

The Bonds maturing on or after July 1, 2027, are subject to redemption at the option of the District, from any source of funds, as a whole or in part on any date on or after July 1, 2026, at par plus interest accrued thereon to the dates fixed for redemption.

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

It is certified and recited that all acts and conditions required by the California Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been

exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Santa Clara Unified School District, County of Santa Clara, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education of the District, all as of the date stated above.

SANTA CLARA UNIFIED SCHOOL DISTRICT

By: _____
President, Board of Education

COUNTERSIGNED:

By: _____
Secretary to the Board of Education

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK NATIONAL ASSOCIATION

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

Commercial bank, trust company
or member of a national
securities exchange.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

DTC LEGEND

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.

LEGAL OPINIONS

The following are copies of the opinions rendered by Dannis Woliver Kelley as bond counsel in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy of each opinion is on file in the office of the Secretary to the Board of Education.

Secretary to the Board of Education

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

\$ _____
Santa Clara Unified School District
(Santa Clara County, California)
2017 General Obligation Refunding Bonds

_____, 2017

Board of Education
Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051

Ladies and Gentlemen:

The undersigned, _____ (the "Underwriter"), offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with the Santa Clara Unified School District (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriter. By execution of this Purchase Agreement, the District and the Underwriter acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding thereupon, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to us at or prior to 11:59 p.m., California time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter (acting as principal and independent contractor and not as advisor or fiduciary) hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the District's 2017 General Obligation Refunding Bonds (the "Bonds"). The Bonds shall bear interest at the rates with the yields, shall mature in the years and shall be subject to redemption as shown on Exhibit A hereto, which is incorporated herein by this reference. The Underwriter shall purchase the Bonds at a price of \$_____ (consisting of the aggregate principal amount of the Bonds of \$_____ plus original issue premium of \$_____ and less an Underwriter's discount of \$_____).

The District acknowledges and agrees that:

(a) the purchase and sale of the Bonds under this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter;

(b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a municipal advisor (as defined in Section 15B(e)(4) of the Securities Exchange Act of 1934, as amended) or as the agent or fiduciary of the District;

(c) the Underwriter has not assumed a fiduciary responsibility in favor of the District with respect to: (i) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters); or (ii) any other obligation to the District except the obligations expressly set forth in this Purchase Agreement; and

(d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with this transaction.

Section 2. Good Faith Deposit. The Underwriter shall wire one million five hundred thousand dollars (\$1,500,000) to the District's account within two (2) business days hereof as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the Closing. If the Underwriter complies with that obligation, the good faith deposit shall be credited toward the payment of the purchase price of the Bonds by the Underwriter at the Closing. If the District fails to deliver the Bonds at the Closing, or if the District shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of the Bonds as set forth in this Bond Purchase Agreement, or if the obligation of the Underwriter with respect to the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the District shall be under further obligation hereunder, except that the amount of the good faith deposit shall immediately be paid to the Underwriter and the respective obligations of the District and the Underwriter for the payment of expenses, as provided in Section 14 (Expenses), shall continue in full force and effect. If the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the amount of the good faith deposit shall be retained by the District as full liquidated damages for such failure and for any defaults hereunder on the Underwriter's part and shall constitute a full release and discharge of all claims and damages for such failure and for such defaults. The Underwriter understands that District's actual damages may be greater or may be less than the amount of the good faith deposit. Accordingly, the Underwriter hereby waives any right to claim that the District's actual damages are less than such sum, and the District's acceptance of this offer shall constitute a waiver of any right the District may have to additional damages from the Underwriter. Any interest or other income from the investment of the good faith deposit by the District shall belong to the District.

Section 3. The Bonds. The Bonds shall be dated as of their date of delivery and shall mature on July 1 in the years shown on Exhibit A hereto. The Bonds shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of the Resolution of the Board of Education of the District, adopted on September 28, 2017 (the "Resolution"), this Purchase Agreement and Sections 53550 et seq. of the California Government Code (collectively, the "Act"). Certain provisions for the redemption of the Bonds, not otherwise specified in the Resolution, are shown in Exhibit A attached hereto and incorporated herein by reference, all as provided in the Resolution. The initial Paying Agent for the Bonds, as designated by the Resolution, shall be U.S. Bank National Association (the "Paying Agent").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

The net proceeds of the Bonds will be deposited into an Escrow Fund established under that certain Escrow and Deposit Agreement, dated as of November 1, 2017 (the "Escrow Agreement"), by and between the District and U.S. Bank National Association, as escrow agent (the "Escrow Agent") in order to advance refund a portion of the District's 2009 General Obligation Refunding Bonds maturing on July 1, 2019 through July 1, 2022 (attributable to the current refunding of the Series 1997 Bonds) on July 1, 2018; to advance refund the portion of the District's General Obligation Bonds (Election of 2004) Series 2011A maturing on July 1, 2028 through July 1, 2036 on July 1, 2020; and to advance refund the portion of the District's General Obligation Bonds (Election of 2010) Series 2011 maturing on July 1, 2021 through July 1, 2036 on July 1, 2020 (together the "Refunded Bonds").

Section 4. Use of Documents. The District hereby authorizes the Underwriter to use, in connection with the offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement (as defined herein), the Official Statement (as defined herein), the Resolution, the Escrow Agreement and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement (except as such documents otherwise expressly provide).

Section 5. Public Offering of the Bonds. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover or inside cover page of the Official Statement. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds; provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated in the Official Statement.

Section 6. Establishment of Issue Price

(a) The winning bidder shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public of the Securities, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District and Bond Counsel. All actions to be taken by the District to establish the issue price of the Bonds may be taken on behalf of the District by the District's financial advisor identified herein and any notice or report to be provided to the District may be provided to the District's financial advisor.

(b) The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the District shall disseminate a draft of this Purchase Agreement along with other terms and conditions related to the sale (the "Sale Packet") to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;

- (3) the District received bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the District awarded the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the Sale Packet.

Any bid submitted pursuant to this Purchase Agreement shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. In the event that the competitive sale requirements are not satisfied, the District will reject all bids and cancel the sale. Bidders should prepare their bids on the assumption that the issue price of the Securities will be the reasonably expected initial offering price to the public.

Section 7. Official Statement. The District has caused to be drafted and consents to the use of a Preliminary Official Statement, dated as of _____, 2017 (the "Preliminary Official Statement"), including the cover page and Appendices thereto, relating to the Bonds. The District represents that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"). The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds.

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

The Underwriter hereby represents that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to the MSRB in electronic format as prescribed by the MSRB on or before the Closing Date, and that they will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and G-36 and the Rule.

Section 8. Closing. At 9:00 a.m., California time, on November __, 2017, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the "Closing"), the District will deliver, or arrange to deliver, to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the parties may mutually agree upon, the Bonds in book-entry form, duly executed and registered as provided in Section 3 above, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to an account or accounts within the United States designated by the District.

Section 9. Representations, Warranties and Agreements of the District. The District hereby represents, warrants and agrees with the Underwriter that:

(a) The District is a school district, duly organized and validly existing under the laws of the State of California, with the full legal right, power and authority to (i) issue the Bonds pursuant to the Act; (ii) enter into, execute and deliver this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Agreement appended to the Official Statement (the "Continuing Disclosure Agreement"); (iii) adopt the Resolution; and (iv) redeem the Refunded Bonds (as described in the Official Statement) with the proceeds of sale of the Bonds.

(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 Bonds; (ii) the District has the legal right, power and authority to enter into this Purchase Agreement and the Escrow Agreement, to adopt the Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Continuing Disclosure Agreement, the Resolution, the Escrow Agreement and this Purchase Agreement (collectively, the "District Documents") have been duly authorized and such authorization shall be in force and effect at the time of the Closing; (iv) the District Documents constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and to principles of equity relating to or affecting the enforcement of creditors' rights; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement and by the Official Statement.

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

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

(e) To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of the District Documents, and the compliance with the provisions thereof and hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) As of the time of acceptance hereof no action, suit, hearing or investigation is pending or, to the best knowledge of the District, threatened: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection or levy of taxes contemplated by the Resolution and available to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, this Purchase Agreement or the Resolution; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Resolution, (B) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes or the exemption of such interest on the Bonds from California personal income taxation.

(g) Between the date hereof and the Closing neither the District nor the County in the name and on behalf of the District, will have issued in the name and on behalf of the District, any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

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

(i) In accordance with the requirements of the Rule, the District will enter into the Continuing Disclosure Agreement, upon or prior to the sale of the Bonds, in which the District will undertake, for the benefit of the Owners of the Bonds, to provide certain information as set forth therein. The District is not in default with respect to any continuing disclosure obligation it may have incurred prior to the date hereof in connection with the delivery or issuance of any debt instruments, bonds, notes or lease-purchase obligations. Except as otherwise described in the Official Statement, the District has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure certificate or agreement under the Rule.

(j) The Preliminary Official Statement did not as of its date and the Official Statement does not as of its date and as of the date of Closing will not (excluding therefrom information relating to The Depository Trust Company, its book-entry system, and information provided by the Underwriter, the County or County officers) contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of, and other financial information regarding, the District contained in the Official Statement fairly represent the financial position and operating results of the District as of the dates and for the periods set forth therein. Prior to the Closing, there will have been no adverse change of a material nature in such financial position, results of operation or condition, financial or otherwise, of the District. The District is not a party to any litigation or other proceeding pending, or, to its knowledge, threatened which, if

decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

(k) The financial statements of, and other financial information regarding, the District contained in the Official Statement fairly represent the financial position and operating results of the District as of the dates and for the periods set forth therein. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature in such financial position, results of operation or condition, financial or otherwise, of the District. The District is not a party to any litigation or other proceeding pending or, to its best knowledge, threatened which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

Section 10. Covenants of the District. The District covenants and agrees with the Underwriter that:

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

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

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

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

(e) The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(g) of this Purchase Agreement during the "Primary

Offering Disclosure Period" (as defined herein), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

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

(g) During the period ending on the twenty-fifth day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter; and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For purposes of this Agreement, (i) the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the Closing Date; or (B) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

Section 11. Underwriter's Representations, Warranties and Agreements.

The Underwriter represents, warrants to and agrees with the District that as of the date hereof and as of the date of Closing:

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

(b) The Underwriter has, and has had, no financial advisory relationship with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship with the District with respect to the Bonds, within the meaning of California Government Code Section 53590.

(c) The Underwriter has not paid or agreed to pay, nor will they pay or agree to pay, any entity, company, firm, or person (including, but not limited to, the District's financial consultants, or any officer, agent or employee thereof), other than

a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

Section 12. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the date of Closing. Accordingly, the Underwriter's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Underwriter, to the following further conditions, including the delivery by the District of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Underwriter:

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

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

(c) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened, which has any of the effects described in Section 9(f) hereof, or contesting in any way the completeness or accuracy of the Official Statement.

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

(i) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the

State of California (the "State"), or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

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

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

(iii) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities 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;

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

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

(vi) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by Standard & Poor's Rating Services to any of the underlying ratings on the District's outstanding indebtedness;

(vii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or results in an omission to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(viii) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs or financial condition of the District;

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

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

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

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

(i) an approving opinion of Dannis Woliver Kelley, as Bond Counsel ("Bond Counsel") to the District, addressed to the District, in substantially the form set forth in Appendix A to the Official Statement;

(ii) a reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described in Section 12(e)(i) above;

(iii) a supplemental opinion from Bond Counsel, addressed to the Underwriter and the District, to the effect that:

(A) this Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the Underwriter, is a legally valid and binding agreement of the District, enforceable in accordance with its terms, except as such enforcement may be limited by

bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies, and is subject to general principles of equity (regardless of whether such enforcement is considered in equity or at law);

(B) the statements contained in the Official Statement in the sections thereof entitled: "INTRODUCTORY STATEMENT," "THE BONDS," and "TAX MATTERS" (excluding information related to DTC, its book-entry-only system, and certain statistical information), insofar as such statements purport to summarize certain provisions of the Bonds, the Resolution and the opinions of Bond Counsel, present a fair and accurate summary of such provisions; and

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(iv) an opinion of Bond Counsel as to the defeasance of the Refunded Bonds, in form and substance acceptable to the Underwriter;

(v) a certificate signed by an appropriate official of the District to the effect that (A) such official is authorized to execute this Purchase Agreement; (B) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing; (C) the District has complied with all the terms of the Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect; (D) such official has reviewed the Official Statement and on such basis certifies that the Official Statement does not contain any untrue statements of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (E) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution; and (F) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to his or her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by District or the due adoption of the Resolution;

(vi) tax certificate(s) of the District in form(s) satisfactory to Bond Counsel;

(vii) Internal Revenue Service Form(s) 8038-G, as prepared for the Bonds;

(viii) evidence satisfactory to the Underwriter that the Bonds shall have been rated "___" by Standard & Poor's Rating Services (or such other equivalent rating as such rating agency may give) and that such rating has not been revoked or downgraded or placed under review or "Credit Alert";

(ix) a certificate, together with fully executed copies of the Resolution, of the Clerk or Secretary of the Board of Education to the effect that:

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

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

(x) a "deemed final" certificate of the appropriate official of the District with respect to the Preliminary Official Statement in accordance with the Rule;

(xi) the Escrow Agreement, signed by an appropriate officer of the District and the Escrow Agent;

(xii) the Continuing Disclosure Agreement, signed by an appropriate official of the District and the Dissemination Agent, if any;

(xiii) a certificate of the Paying Agent, signed by a duly authorized officer of the Paying Agent, and in form and substance satisfactory to the Underwriter, to the effect that, to the best of such officer's knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (B) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(xiv) a certificate of the Escrow Agent, signed by a duly authorized officer of the Escrow Agent, and in form and substance satisfactory to the Underwriter, to the effect that, to the best of such officer's knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the delivery by the Escrow Agent of the Escrow Agreement, or (B) in any way contesting or affecting any authority of the Escrow Agent to enter into the Escrow Agreement or the validity or enforceability of the Escrow Agreement or any agreement with the Escrow Agent;

(xv) a copy of the submitted Report of Proposed Debt Issuance and acknowledgement, together with the Report(s) of Final Sale to be submitted to the California Debt and Investment Advisory Commission;

(xvi) a Preliminary Official Statement, together with a final Official Statement executed by an authorized representative of the District;

(xvii) a verification report by [AMTEC Corporation of Avon, Connecticut and Ross & Company, PLLC] (a Certified Public Accountant) of Louisville, Kentucky, together acting as verification agent;

(xviii) such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter may reasonably

request in order to evidence compliance (A) by the District with legal requirements; (B) of the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement; and (C) of 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.

(f) ***Underwriter's Certifications.*** At or prior to the date of the Closing, and contemporaneously with the acceptance and delivery of the Bonds and the payment of the purchase price therefore (as set forth herein), the Underwriter shall provide to the District:

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

(ii) the certification(s) of the Underwriter, signed by an authorized officer of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 6 hereof and such other matters relative to the Bonds as Bond Counsel may request.

(g) Notwithstanding anything to the contrary herein contained, if for any reason whatsoever, the Bonds shall not have been delivered by the District to the Underwriter for checking prior to the close of business, California Time, on a day no later than two Business Days prior to the Closing, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 16 hereof.

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

Section 13. Conditions to Obligations of the District. The performance by the District of its obligations under this Purchase Agreement is conditioned upon (a) the performance by the Underwriter of its obligations hereunder, and (b) receipt by the District and by the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than themselves.

Section 14. Expenses.

(a) The Underwriter shall pay all of the expenses that it incurs, including but not limited to:

(i) the fees and expenses of Underwriter's counsel (if any);

(ii) all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including all advertising expenses and "blue sky" filing fees;

(iii) the cost of preparation and printing (and/or word processing and reproduction) of the "blue sky" and legal investment memoranda, if any;

(iv) the expense of providing immediately available funds in accordance with Section 8 (Closing);

(v) the premium for any policy of bond insurance that it obtains for the Bonds;

(vi) the fees of CUSIP and CDIAC in connection with the Bonds;

(vii) any MSRB or SIFMA fees in connection with the Bonds; and

(viii) the fees of The Depository Trust Company.

(b) The District shall pay any expenses incident to the performance of its obligations hereunder, including but not limited to the following:

(i) the fees and disbursements of the District's financial advisor and bond counsel;

(ii) the fees for bond rating;

(iii) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement;

(iv) the initial fees of the Paying Agent and Escrow Agent; and

(v) other fees and expenses incurred by the District incident to the issuance and sale of the Bonds.

Section 15. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first Section hereof) may be given by delivering the same in writing, if to the District, to the Superintendent of Santa Clara Unified School District, 1889 Lawrence Road, Santa Clara, California 95051, or if to the Underwriter at _____, Attention: _____.

Section 16. Parties In Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter. No person shall acquire or have any rights hereunder or by virtue hereof. All the

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

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

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

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

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

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

Very truly yours,

[UNDERWRITER]

By _____
[Name], [Title]

SANTA CLARA UNIFIED SCHOOL DISTRICT

By _____
Authorized Officer

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

ACCEPTED at _____ p.m. Pacific Time
this ____ day of October, 2017.

EXHIBIT A
\$[PRINCIPAL AMOUNT]
Santa Clara Unified School District
(Santa Clara County, California)
2017 General Obligation Refunding Bonds

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

* Priced to first par call date of July 1, 20__.

TERMS OF REDEMPTION

Optional Redemption. The Bonds maturing on or prior to July 1, 2026 are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on and after July 1, 2027 are subject to redemption prior to their stated maturity dates, at the option of the District, from any source of available funds, on any date on or after July 1, 2026, as a whole or in part, at a redemption price equal to the principal amount of the Bonds called for redemption, with interest accrued thereon to the date of redemption, without premium.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

\$[PRINCIPAL AMOUNT]
Santa Clara Unified School District
(Santa Clara County, California)
2017 General Obligation Refunding Bonds

The undersigned, on behalf of [UNDERWRITER] ("Underwriter") hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. *Reasonably Expected Initial Offering Price.*

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) [The Underwriter was not given the opportunity to review other bids prior to submitting its bid.]

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

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

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

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

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

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

DATE:

UNDERWRITER

BY: _____

Schedule A

Expected Offering Prices

(Attached)

Schedule B

Copy of Underwriter's Bid

(Attached)

EXHIBIT C

FORM OF ESCROW DEPOSIT AND TRUST AGREEMENT

\$ _____
Santa Clara Unified School District
(Santa Clara County, California)
2017 GENERAL OBLIGATION REFUNDING BONDS

ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement"), dated _____, 2017, is by and between the SANTA CLARA UNIFIED SCHOOL DISTRICT, a school district duly created and existing pursuant to the laws of the State of California, (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "Escrow Bank").

W I T N E S S E T H:

WHEREAS, the Board of Education (the "Board") of the District has previously issued or caused to be issued the Santa Clara Unified School District, (County of Santa Clara, California) 2009 General Obligation Refunding Bonds, dated November 12, 2009 in the principal amount of \$60,625,000 of which \$32,795,000 principal amount is currently outstanding (the "2009 Refunding Bonds");

WHEREAS, the 2009 Refunding Bonds were issued under and pursuant to a resolution of the Board, adopted on October 8, 2009 (the "2009 Refunding Bonds Resolution");

WHEREAS, the Board of the District has previously issued or caused to be issued the Santa Clara Unified School District, (County of Santa Clara, California) Election of 2004, General Obligation Bonds, Series 2011A dated July 1, 2011 in the principal amount of \$91,140,000 of which \$80,225,000 principal amount is currently outstanding (the "Series 2011A Bonds");

WHEREAS, the Series 2011A Bonds were issued under and pursuant to a resolution of the Board, adopted on May 12, 2011 and a Resolution of the County of Santa Clara (the "County") adopted on May 24, 2011 (together the "Series 2011A Bonds Resolution");

WHEREAS, the Board of the District has previously issued or caused to be issued the Santa Clara Unified School District, (County of Santa Clara, California) Election of 2010, General Obligation Bonds, Series 2011 dated July 1, 2011 in the principal amount of \$81,100,000 of which \$72,095,000 principal amount is currently outstanding (the "Series 2011 Bonds");

WHEREAS, the Series 2011 Bonds were issued under and pursuant to a resolution of the Board, adopted on May 12, 2011 and a Resolution of the County adopted on May 24, 2011 (together the "Series 2011 Bonds Resolution");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to

refund on an current basis a portion of the outstanding 2009 Refunding Bonds and on an advance basis a portion of the Series 2011A Bonds and Series 2011 Bonds (together such refunded portions being referred to herein as the "Refunded Bonds") and it is necessary to enter into this Escrow Agreement to provide for the refunding of the Refunded Bonds;

WHEREAS, the Board, by resolution adopted on September 28, 2017 (the "Resolution"), has authorized the execution and delivery of the District's \$_____ 2017 General Obligation Refunding Bonds (the "Bonds"), and has determined to use a portion of the proceeds of the Bonds to redeem a portion of the outstanding 2009 Refunding Bonds on July 1, 2018, (the "2009 Refunding Bonds Redemption Date") at a redemption price equal to 100% of the principal amount of such Bonds (the "2009 Refunding Bonds Redemption Price"), together with accrued interest to the 2009 Refunding Bonds Redemption Date; to use a portion of the proceeds of the Bonds to redeem a portion of the outstanding Series 2011A Bonds on July 1, 2020, (the "Series 2011A Bonds Redemption Date") at a redemption price equal to 100% of the principal amount of such Bonds (the "Series 2011A Bonds Redemption Price"), together with accrued interest to the Series 2011A Bonds Redemption Date; and to use a portion of the proceeds of the Bonds to redeem a portion of the outstanding Series 2011 Bonds on July 1, 2020, (the "Series 2011 Bonds Redemption Date") at a redemption price equal to 100% of the principal amount of such Bonds (the "Series 2011 Bonds Redemption Price" and), together with accrued interest to the Series 2011 Bonds Redemption Date; and

WHEREAS, the District, in the Resolution, has directed that a portion of the proceeds of the sale of the Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment and redemption of the Refunded Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

Section 1. Discharge of Bonds. The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the 2009 Refunding Bonds Resolution, Series 2011A Bonds Resolution, Series 2011 Bonds Resolution with respect to the Refunded Bonds, and to terminate all obligations of the District thereunder with respect thereto.

Section 2. Escrow Fund.

(a) There is hereby established a special fund, to be held by the Escrow Bank for the benefit of the owners of the Refunded Bonds, to be known as the "Escrow Fund." Upon the issuance of the Bonds, there shall be deposited into the Escrow Fund an amount equal to \$_____ derived from the proceeds of the Bonds. The Escrow Bank shall invest \$_____ of such funds as directed in paragraph (b) below and shall hold the remaining \$_____ in cash uninvested. The total cost of cash and Escrow Securities (as defined below) provided by _____ (the "Provider") is \$_____.

(b) The District hereby directs the Escrow Bank to take all necessary action to have the certain cash, securities and investments consisting of certain United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest (the

"Escrow Securities") listed in Schedule 1 hereto issued and registered in the name of the Escrow Bank, for the account of the Escrow Fund. The Escrow Bank shall use proceeds of the Bonds and other moneys deposited into the Escrow Fund to purchase the Escrow Securities listed in Schedule 1.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(d) Any money left on deposit in the Escrow Fund after the payments listed on Attachment A are made, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the Controller-Treasurer of the Finance Agency ("Controller-Treasurer") of the County of Santa Clara ("County"), for deposit in the debt service fund established and maintained by the Controller-Treasurer for the District.

Section 3. Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the purpose of paying the interest due on the dates specified on Attachment A for the Refunded Bonds and the 2009 Refunding Bonds Redemption Price on the 2009 Refunding Bonds Redemption Date, the Series 2011A Bonds Redemption Price on the Series 2011A Bonds Redemption Date and Series 2011 Bonds Redemption Price on the Series 2011 Bonds Redemption Date all as set forth in Attachment A attached hereto and by this reference incorporated herein.

Section 4. Irrevocable Refunding Instructions for Refunded Bonds. As set forth in Attachment A, the Refunded Bonds outstanding on their respective redemption dates will be redeemed on such date. At least 30 days but not more than 45 days prior to that date, the Escrow Bank, in its capacity as Paying Agent for the Refunded Bonds and on behalf of the District, will cause notice of the redemption of the Refunded Bonds to be given pursuant to these instructions and shall carry out the redemption as directed by the District. The notice shall be in the form attached hereto as Exhibit A.

Section 5. Escrow Bank.

(a) The Escrow Bank shall look solely to the District for compensation for its duties under this Escrow Agreement and shall have no right whatsoever against the Escrow Fund for fees, compensation, costs or expenses. The District shall also reimburse the Escrow Bank for out-of-pocket costs such as cost of giving notice of redemption of the Refunded Bonds, legal fees and other costs and expenses relating hereto, but under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

(b) The District agrees to indemnify the Escrow Bank, its agents and its officers, directors and employees for, and hold the Escrow Bank, its agents and its officers, directors and employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Bank) which may be imposed on, incurred by, or asserted against the Escrow Bank or such other party at any time by reason of, or in connection with, the performance of its duties as Escrow Bank hereunder, unless due to the negligence or misconduct of any indemnified party. Such indemnity shall survive the termination or discharge of this Escrow Agreement and the earlier removal or resignation of the Escrow Bank.

(c) The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or misconduct. The Escrow Bank shall have no duty or responsibility under this Escrow Agreement in the case of any default by the District in the performance of

the covenants or agreements contained in the 2009 Refunding Bonds Resolution, Series 2011A Bonds Resolution, Series 2011 Bonds Resolution or in the Resolution.

(d) The Escrow Bank may consult with counsel of its own choice (which may be counsel for the District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(e) The Escrow Bank shall not be responsible for any of the recitals or representations contained herein, in the 2009 Refunding Bonds Resolution, Series 2011A Bonds Resolution, Series 2011 Bonds Resolution or in the Resolution.

(f) The Escrow Bank may become the owner of, or acquire any interest in, any of the Bonds with the same rights that it would have if it were not the Escrow Bank, and may engage or be interested in any financial or other transaction with the District.

(g) The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest, or premiums, if any, on the Refunded Bonds.

(h) The Escrow Bank shall not be liable for any action or omission of the District under this Escrow Agreement, under the 2009 Refunding Bonds Resolution, Series 2011A Bonds Resolution, Series 2011 Bonds Resolution or the Resolution.

(i) Whenever in the administration of this Escrow Agreement, the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of the District and shall, in the absence of negligence or misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof.

(j) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Escrow Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank in accordance with this Escrow Agreement and reasonably believed by the Escrow Bank to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(k) The Escrow Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective only upon acceptance of appointment by a successor Escrow Bank. If the District does not appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice or resignation of an Escrow Bank, the District may appoint a temporary Escrow Bank until the District appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the District shall immediately and without further act be superseded by the successor Escrow Bank so appointed.

(l) The Escrow Bank shall perform such duties and only such duties as are specifically set forth in this Escrow Agreement, and no implied actions, covenants or obligations shall be read into this Escrow Agreement against the Escrow Bank.

(m) None of the provisions of this Escrow Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n) Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Escrow Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

(o) The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. *Force majeure* shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(p) The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 6. No Rights to Others. Nothing in this Escrow Agreement expressed or implied is intended or shall be construed to give to any person other than the District, the Escrow Bank and the owners of the Refunded Bonds any legal or equitable right, remedy or claim under or in respect to this Escrow Agreement or any covenants, conditions or

provisions herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Escrow Bank and the owners of the Refunded Bonds.

Section 7. Notice Under Continuing Disclosure Certificate. The Escrow Bank will provide notice of defeasance in substantially the same form set forth in Exhibit B attached hereto to EMMA, with respect to the Refunded Bonds.

Section 8. Notices. All notices, requests, demands and other communications under this Escrow Agreement by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by email or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) if to the District, to Santa Clara Unified School District, 1889 Lawrence Road, Santa Clara, CA 95051, Attention: Superintendent; and

(b) if to the Escrow Bank, to U.S. Bank National Association, One California Street, Suite 1000, San Francisco, CA 94111, Attention: Global Corporate Trust Services.

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Refunded Bonds then outstanding shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County of Santa Clara, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Refunded Bonds or the Bonds, and that such amendment will not cause interest on the Refunded Bonds or on the Bonds to become subject to federal income taxation.

Section 10. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 11. Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 12. Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 13. Business Days. Whenever any act is required by this Escrow Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding

business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

SANTA CLARA UNIFIED SCHOOL DISTRICT

By _____
Mark Allgire
Chief Business Official

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By _____
Authorized Officer

Schedule 1

SCHEDULE OF ESCROWED FEDERAL SECURITIES

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Rate</u>	<u>Price</u>	<u>Cost</u>	<u>Accrued Interest</u>	<u>Total Cost</u>
-----------------------------	--------------------------	-----------------------	-------------	--------------	-------------	-----------------------------	-----------------------

ATTACHMENT A
PAYMENT AND REDEMPTION SCHEDULE

2009 Refunding Bonds

<u>Interest Payment Dates</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Redemption Premium</u>	<u>Total Payments</u>
1/1/2018				
7/1/2018				
TOTAL				

Series 2011A Bonds

<u>Interest Payment Dates</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Redemption Premium</u>	<u>Total Payments</u>
1/1/2018				
7/1/2018				
1/1/2019				
7/1/2019				
1/1/2020				
7/1/2020				
TOTAL				

Series 2011 Bonds

Interest Payment Dates	Called <u>Principal</u>	<u>Interest</u>	Redemption <u>Premium</u>	Total <u>Payments</u>
1/1/2018				
7/1/2018				
1/1/2019				
7/1/2019				
1/1/2020				
7/1/2020				
TOTAL				

EXHIBIT A

NOTICE OF REDEMPTION OF A PORTION OF

**\$60,625,000
SANTA CLARA UNIFIED SCHOOL DISTRICT
(COUNTY OF SANTA CLARA, CALIFORNIA)
2009 GENERAL OBLIGATION REFUNDING BONDS**

Original Issuance Date: November 12, 2009

Maturity Date	Principal Amount	Amount to be Refunded	Rate	Redemption Price	CUSIP (801495)
July 1, 2019	\$4,635,000	\$2,555,000	5.00%	100%	YC0
July 1, 2020	4,890,000	2,700,000	5.00	100	YD8
July 1, 2021	5,175,000	2,860,000	5.00	100	YE6
July 1, 2022	5,465,000	3,025,000	5.00	100	YF3

NOTICE is hereby given to the holders of the above-captioned bonds that the Santa Clara Unified School District (the "District") has called for redemption on July 1, 2018 (the "Redemption Date"), a portion of certain maturities of the Santa Clara Unified School District, (County of Santa Clara, California) 2009 General Obligation Refunding Bonds, as described above (the "Bonds"), at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price"). The Bonds are being called for redemption on the Redemption Date subject to the provisions of the succeeding paragraph of this notice, and pursuant to the provisions of the governing documents of the Bonds. From and after the Redemption Date, provided that moneys for the payment of the Redemption Price of the Bonds from the source described below are on deposit with the U.S. Bank National Association, as escrow bank (the "Escrow Bank"), together with interest accrued thereon to the Redemption Date, the Bonds will become due and payable on the Redemption Date and interest on the Bonds shall cease to accrue.

Escrow Bank has established a fund with the proceeds of the District's "Santa Clara Unified School District 2017 General Obligation Refunding Bonds (the "2017 Refunding Bonds"), which will provide the funds necessary to pay the Redemption Price of the Bonds. Payment of the Redemption Price on the Bonds called for redemption will be paid only upon presentation and surrender thereof at the principal office of the Escrow Bank in the following manner:

By Hand, Mail or Overnight Mail:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporate trust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for convenience of the Holders.*

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank, On behalf of Santa Clara Unified
School District

Dated: _____, 2018

NOTICE OF REDEMPTION OF A PORTION OF

\$91,140,000

**SANTA CLARA UNIFIED SCHOOL DISTRICT
(COUNTY OF SANTA CLARA, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2004, SERIES 2011A**

Original Issuance Date: July 1, 2011

Maturity Date	Principal Amount	Rate	Redemption Price	CUSIP (801495)
July 1, 2028	\$3,535,000	5.00%	100%	B68
July 1, 2029	3,675,000	5.00	100	B76
July 1, 2030	4,040,000	5.00	100	B84
July 1, 2031	4,740,000	5.00	100	B92
July 1, 2032	5,130,000	5.00	100	C26
July 1, 2033	5,550,000	4.50	100	C34
July 1, 2034	16,130,000	5.00	100	C59
July 1, 2035	16,445,000	5.00	100	C67
July 1, 2036	16,280,000	4.75	100	C42

NOTICE is hereby given to the holders of the above-captioned bonds that the Santa Clara Unified School District (the "District") has called for redemption on July 1, 2020 (the "Redemption Date"), certain maturities of the Santa Clara Unified School District, (County of Santa Clara, California) General Obligation Bonds, Election of 2004, Series 2011A, as described above (the "Bonds"), at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price"). The Bonds are being called for redemption on the Redemption Date subject to the provisions of the succeeding paragraph of this notice, and pursuant to the provisions of the governing documents of the Bonds. From and after the Redemption Date, provided that moneys for the payment of the Redemption Price of the Bonds from the source described below are on deposit with the U.S. Bank National Association, as escrow bank (the "Escrow Bank"), together with interest accrued thereon to the Redemption Date, the Bonds will become due and payable on the Redemption Date and interest on the Bonds shall cease to accrue.

Escrow Bank has established a fund with the proceeds of the District's "Santa Clara Unified School District 2017 General Obligation Refunding Bonds (the "2017 Refunding Bonds"), which will provide the funds necessary to pay the Redemption Price of the Bonds. Payment of the Redemption Price on the Bonds called for redemption will be paid only upon presentation and surrender thereof at the principal office of the Escrow Bank in the following manner:

By Hand, Mail or Overnight Mail:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for convenience of the Holders.*

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank, On behalf of Santa Clara Unified
School District

Dated: _____, 2020

NOTICE OF REDEMPTION OF A PORTION OF

**\$81,100,000
SANTA CLARA UNIFIED SCHOOL DISTRICT
(COUNTY OF SANTA CLARA, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2010, SERIES 2011**

Original Issuance Date: July 1, 2011

Maturity Date	Principal Amount	Rate	Redemption Price	CUSIP (801495)
July 1, 2021	\$2,380,000	3.00%	100%	ZPO
July 1, 2022	2,550,000	3.00	100	ZQ8
July 1, 2023	2,730,000	3.75	100	ZR6
July 1, 2024	2,920,000	3.50	100	ZS4
July 1, 2025	3,135,000	3.75	100	ZT2
July 1, 2026	3,185,000	4.00	100	ZU9
July 1, 2027	3,395,000	4.00	100	ZV7
July 1, 2028	3,775,000	5.00	100	ZW5
July 1, 2029	4,115,000	5.00	100	ZX3
July 1, 2030	4,405,000	5.00	100	ZY1
July 1, 2031	4,715,000	5.00	100	ZZ8
July 1, 2032	5,040,000	4.50	100	A28
July 1, 2033	5,210,000	4.50	100	A36
July 1, 2034	5,560,000	4.75	100	A44
July 1, 2035	6,175,000	5.00	100	A51
July 1, 2036	6,615,000	5.00	100	A69

NOTICE is hereby given to the holders of the above-captioned bonds that the Santa Clara Unified School District (the "District") has called for redemption on July 1, 2020 (the "Redemption Date"), certain maturities of the Santa Clara Unified School District, (County of Santa Clara, California) General Obligation Bonds, Election of 2010, Series 2011 as described above (the "Bonds"), at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price"). The Bonds are being called for redemption on the Redemption Date subject to the provisions of the succeeding paragraph of this notice, and pursuant to the provisions of the governing documents of the Bonds. From and after the Redemption Date, provided that moneys for the payment of the Redemption Price of the Bonds from the source described below are on deposit with the U.S. Bank National Association, as escrow bank (the "Escrow Bank"), together with interest accrued thereon to the Redemption Date, the Bonds will become due and payable on the Redemption Date and interest on the Bonds shall cease to accrue.

Escrow Bank has established a fund with the proceeds of the District's "Santa Clara Unified School District 2017 General Obligation Refunding Bonds (the "2017 Refunding Bonds"), which will provide the funds necessary to pay the Redemption Price of the Bonds. Payment of the Redemption Price on the Bonds called for redemption will be paid only upon presentation and surrender thereof at the principal office of the Escrow Bank in the following

manner:

By Hand, Mail or Overnight Mail:

U.S. Bank
Global Corporate Trust Services
111 Fillmore Ave. E
St. Paul, MN 55107

1-800-934-6802

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for convenience of the Holders.*

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank, On behalf of Santa Clara Unified
School District

Dated: _____, 2020

¶EXHIBIT B

DISCLOSURE NOTICES

NOTICE OF DEFEASANCE

**Certain of the Outstanding
Santa Clara Unified School District (County of Santa Clara, California),
2009 General Obligation Refunding Bonds**

Notice is hereby given to EMMA (as such term is defined in the Continuing Disclosure Certificate dated November 12, 2009, executed by Santa Clara Unified School District in connection with the Santa Clara Unified School District (County of Santa Clara, California), 2009 General Obligation Refunding Bonds ("2009 Refunding Bonds")) that, with respect to the 2009 Refunding Bonds maturities designated below (the "Refunded Bonds"): (i) there has been deposited with the U.S. Bank National Association, as Escrow Bank (the "Escrow Bank"), moneys and investment securities in accordance with an Escrow Deposit and Trust Agreement, dated _____, 2017, by and between the Escrow Bank and Santa Clara Unified School District (the "Escrow Agreement"), the principal of and the interest on such money and investment securities when due will provide moneys which shall be sufficient and available to pay interest on the Refunded Bonds as and when due until July 1, 2018, when the Refunded Bonds will be optionally redeemed and paid in full (all in accordance with the conditions and terms of the Refunded Bonds); (ii) the Escrow Bank has been irrevocably instructed to optionally redeem on July 1, 2018 all of the outstanding Refunded Bonds; and (iii) that pursuant to the Escrow Agreement, the Refunded Bonds are deemed to be defeased.

<u>Refunded Bonds Maturing July 1</u>	<u>Total Principal Amount</u>	<u>Amount to be Refunded</u>	<u>Rate</u>	<u>CUSIP (801495</u>
2019	\$4,635,000	\$2,555,000	5.00%	YC0
2020	4,890,000	2,700,000	5.00	YD8
2021	5,175,000	2,860,000	5.00	YE6
2022	5,465,000	3,025,000	5.00	YF3

Dated: _____, 2018

Dated:

U.S. Bank National Association, as
Escrow Bank

Authorized Officer

NOTICE OF DEFEASANCE

**Certain of the Outstanding
Santa Clara Unified School District
(County of Santa Clara, California),
General Obligation Bonds
Election of 2004, Series 2011A**

Notice is hereby given to EMMA (as such term is defined in the Continuing Disclosure Certificate dated July 1, 2011, executed by Santa Clara Unified School District in connection with the Santa Clara Unified School District (County of Santa Clara, California) General Obligation Bonds, Election of 2004, Series 2011A ("Series 2011A Bonds")) that, with respect to the Series 2011A Bonds maturities designated below (the "Refunded Bonds"): (i) there has been deposited with the U.S. Bank National Association, as Escrow Bank (the "Escrow Bank"), moneys and investment securities in accordance with an Escrow Deposit and Trust Agreement, dated _____, 2017, by and between the Escrow Bank and Santa Clara Unified School District (the "Escrow Agreement"), the principal of and the interest on such money and investment securities when due will provide moneys which shall be sufficient and available to pay interest on the Refunded Bonds as and when due until July 1, 2020, when the Refunded Bonds will be optionally redeemed and paid in full (all in accordance with the conditions and terms of the Refunded Bonds); (ii) the Escrow Bank has been irrevocably instructed to optionally redeem on July 1, 2020 all of the outstanding Refunded Bonds; and (iii) that pursuant to the Escrow Agreement, the Refunded Bonds are deemed to be defeased.

Maturity Date	Principal Amount	Rate	CUSIP (801495)
July 1, 2028	\$3,535,000	5.00%	B68
July 1, 2029	3,675,000	5.00	B76
July 1, 2030	4,040,000	5.00	B84
July 1, 2031	4,740,000	5.00	B92
July 1, 2032	5,130,000	5.00	C26
July 1, 2033	5,550,000	4.50	C34
July 1, 2034	16,130,000	5.00	C59
July 1, 2035	16,445,000	5.00	C67
July 1, 2036	16,280,000	4.75	C42

Dated: _____, 2020

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank

Authorized Officer

NOTICE OF DEFEASANCE

**Certain of the Outstanding
Santa Clara Unified School District
(County of Santa Clara, California),
General Obligation Bonds
Election of 2010, Series 2011**

Notice is hereby given to EMMA (as such term is defined in the Continuing Disclosure Certificate dated July 1, 2011, executed by Santa Clara Unified School District in connection with the Santa Clara Unified School District (County of Santa Clara, California) General Obligation Bonds Election of 2010, Series 2011 ("Series 2011 Bonds")) that, with respect to the Series 2011 Bonds maturities designated below (the "Refunded Bonds"): (i) there has been deposited with the U.S. Bank National Association, as Escrow Bank (the "Escrow Bank"), moneys and investment securities in accordance with an Escrow Deposit and Trust Agreement, dated _____, 2017, by and between the Escrow Bank and Santa Clara Unified School District (the "Escrow Agreement"), the principal of and the interest on such money and investment securities when due will provide moneys which shall be sufficient and available to pay interest on the Refunded Bonds as and when due until July 1, 2020, when the Refunded Bonds will be optionally redeemed and paid in full (all in accordance with the conditions and terms of the Refunded Bonds); (ii) the Escrow Bank has been irrevocably instructed to optionally redeem on July 1, 2020 all of the outstanding Refunded Bonds; and (iii) that pursuant to the Escrow Agreement, the Refunded Bonds are deemed to be defeased.

Maturity Date	Principal Amount	Rate	CUSIP (801495)
July 1, 2021	\$2,380,000	3.00%	ZPO
July 1, 2022	2,550,000	3.00	ZQ8
July 1, 2023	2,730,000	3.75	ZR6
July 1, 2024	2,920,000	3.50	ZS4
July 1, 2025	3,135,000	3.75	ZT2
July 1, 2026	3,185,000	4.00	ZU9
July 1, 2027	3,395,000	4.00	ZV7
July 1, 2028	3,775,000	5.00	ZW5
July 1, 2029	4,115,000	5.00	ZX3
July 1, 2030	4,405,000	5.00	ZY1
July 1, 2031	4,715,000	5.00	ZZ8
July 1, 2032	5,040,000	4.50	A28
July 1, 2033	5,210,000	4.50	A36
July 1, 2034	5,560,000	4.75	A44
July 1, 2035	6,175,000	5.00	A51
July 1, 2036	6,615,000	5.00	A69

Dated: _____, 2020

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank

EXHIBIT D

FORM OF AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR AND DEPOSITORY

\$ _____
SANTA CLARA UNIFIED SCHOOL DISTRICT
(Santa Clara County, California)
2017 General Obligation Refunding Bonds

AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR AND DEPOSITORY

THIS AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR AND DEPOSITORY (this "Agreement") is entered into as of November __, 2017, by and between Santa Clara Unified School District (the "Issuer") and U.S. Bank National Association ("Bank"), as Paying Agent and Bond Registrar.

RECITALS

WHEREAS the Issuer has duly authorized and provided for the issuance of its Bonds, entitled Santa Clara Unified School District (Santa Clara County) 2017 General Obligation Refunding Bonds in an aggregate principal amount of \$ _____ (the "Bonds") to be issued as fully registered bonds without coupons;

WHEREAS the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds;

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Closing Date" means November __, 2017.

"Custodian and Disbursing Agent" means the Bank when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Bonds.

"Fiscal Year" means the fiscal year of the Issuer ending on June 30 of each year.

"Issuer" means Santa Clara Unified School District.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

ARTICLE TWO APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation.

As compensation for the Bank's services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Bond Registrar for municipalities, which shall be supplied by

the Bank to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the Issuer, shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, to the extent such funds have herein been provided by the Issuer.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 3.03 Receipt of Funds.

The Issuer hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (2) payment by wire must be received by Paying Agent no later than 11:30 a.m. CST one business day prior to the payment date.

ARTICLE FOUR REGISTRAR

Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and

replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his/her attorney duly authorized in writing. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds.

The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.04. Form of Bond Register. The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports. The Bank will not release or disclose the content of the Bond Register to any person other than to the Issuer at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be cancelled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

ARTICLE FIVE
CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Custodian and Disbursing Agent has received, from Morgan Stanley, the purchaser of the Bonds, the sum of \$_____ for deposit in a special account to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Account").

Section 5.02. Investment. The Custodian and Disbursing Agent will hold and invest funds in the Costs of Issuance Account until 180 days after the Closing Date (which date is _____, 2018), unless fully expended on an earlier date, or upon prior written order of the District. The Custodian and Disbursing Agent shall invest moneys in accordance with the written direction of the District, and in the absence of such direction, shall hold such moneys uninvested. The Custodian and Disbursing Agent shall not be liable for any loss from investments made at the direction of the District, in accordance with this Agreement.

Section 5.03. Payment of Costs of Issuance. The Custodian and Disbursing Agent will pay costs of issuance of the Bonds as directed by the District from time to time via a written requisition of the District.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Account (including any earnings) on _____, 2018 (the 180th day after the Closing Date), will be used by the Paying Agent to pay debt service on the Bonds.

Section 5.05. Limited Liability. The liability of the Custodian and Disbursing Agent as custodian and disbursing agent is limited to the duties listed above. The Custodian and Disbursing Agent will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

ARTICLE SIX
THE BANK

Section 6.01. Duties of Bank. The Bank undertakes to perform only such duties as are expressly set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank has no fiduciary or discretionary duties of any kind. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 6.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer. The Bank shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable except to the extent that a court of competent jurisdiction determines that the Bank's gross negligence or willful misconduct in breach of its obligations hereunder was the sole cause of any loss to the Issuer. In no event shall the Bank be liable

for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Bank shall not be obligated to take any legal action or commence any proceeding in connection with this Agreement, the Bonds or money held or disbursed by the Bank pursuant to this Agreement.

(d) The Bank shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Bank may conclusively rely and be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it in good faith.

(g) The Bank shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

(h) The Bank is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to any money held by the Bank hereunder, without determination by the Bank of such court's jurisdiction in the matter. If any portion of money held by the Bank hereunder is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Bank complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 6.03. Recitals of Issuer. The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 6.04. May Own Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 6.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 6.06. Other Transactions. The Bank may engage in or be interested in any financial or other transaction with the Issuer.

Section 6.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. The Issuer shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be directly caused solely by the Bank's gross negligence or misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement and of enforcing its rights to indemnification hereunder. Such indemnity shall survive the resignation or removal of the Bank as Paying Agent or/or Bond Registrar, termination or discharge of this Agreement and discharge of the Bonds.

ARTICLE SEVEN MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, sent by fax or email as an electronic image of a manually executed document or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer: Santa Clara Unified School District
1889 Lawrence Road
Santa Clara, CA 95051
Attention: Superintendent

If to the Bank: U.S. Bank National Association
One California Street, Suite 1000
San Francisco, CA 94111
Attention: Global Corporate Trust Services

Section 7.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.05. Successors and Assigns. All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 7.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.07. Benefits of Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity, other than the signatory parties hereto, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.08. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 7.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Bank by the resignation date. Resignation of the Bank will be effective only upon acceptance of appointment by a successor Bank. If the District does not appoint a successor, the Bank may petition any court of competent jurisdiction for the appointment of a successor Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Bank. After receiving a notice or resignation of the Bank, the District may appoint a temporary Bank until the District appoints a successor Bank. Any such temporary Bank so appointed by the District shall immediately and without further act be superseded by the successor Bank so appointed.

Section 7.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.12. Documents to be filed with Bank. At the time of the Bank's appointment as Paying Agent, Registrar and Custodian, the Issuer shall file with the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

Section 7.13. Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

Santa Clara Unified School District, Issuer

By _____
Its:

U.S. Bank National Association, as Paying
Agent and Bond Registrar

By _____
Authorized Representative