

## ACCRETED VALUE TABLE

## FORM OF ASSIGNMENT

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

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

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

Signature Guaranteed: \_\_\_\_\_

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

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 whatsoever.

## APPENDIX B

## FORM OF BUILD AMERICA BOND

REGISTERED

REGISTERED

NO. R - \_\_\_\_\_

\*\*\*\$\_\_\_\_\_\*\*\*

SANTA ANA UNIFIED SCHOOL DISTRICT

(Orange County, California)

ELECTION OF 2008 GENERAL OBLIGATION BOND SERIES \_\_\_\_

(DIRECT PAY BUILD AMERICA BONDS)

INTEREST RATE:

MATURITY DATE:

DATED AS OF:

CUSIP:

\_\_\_\_\_%

August 1, \_\_\_\_\_, 2010

REGISTERED OWNER:

CEDE &amp; CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ Dollars

The SANTA ANA UNIFIED SCHOOL DISTRICT (the "District") in Orange County, California (the "County"), 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 February 1 and August 1 (the "Bond Payment Dates"), commencing August 1, 2011. 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 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2011, in which event it shall bear interest from the date of issuance. 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 Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day

1 November 9, 2010 Principal is payable upon presentation and surrender of this bond at the  
2 principal office of the Paying Agent in Los Angeles, California. Interest is  
3 payable by check or draft mailed by the Paying Agent on each Bond Payment Date to  
4 the Owner of this bond (or one or more predecessor bonds) as shown and at the  
5 address appearing on the Register at the close of business on the 15th day of the  
6 calendar month next preceding that Bond Payment Date (the "Record Date").  
7

8 This Bond is one of an aggregate amount of \$\_\_\_\_\_ of bonds issued to be  
9 used to construct and improve school facilities to serve the District under  
10 authority of and pursuant to the laws of the State of California, and the requisite  
11 two-thirds vote of the electors of the District obtained at an election held on  
12 June 3, 2008 upon the question of issuing bonds in the amount of \$200,000,000, and  
13 the resolution of the Board of Education of the District adopted on November 9,  
14 2010 (the "District Resolution"). The Bonds are being issued concurrently with the  
15 District's General Obligation Bonds, 2008 Election, Series \_\_\_\_ and Series \_\_\_\_.  
16

17 This bond and the issue of which this bond is one are payable as to both  
18 principal and interest from the proceeds of the levy of *ad valorem* taxes on all  
19 property subject to such taxes in the District, which taxes are unlimited as to  
20 rate or amount. The Bonds of this issue are general obligations of the District and  
21 do not constitute an obligation of the County. No part of any fund of the County  
22 is pledged or obligated to the payment of the bonds of this issue.  
23

24 The bonds of this issue are issuable only as fully registered bonds in the  
25 denominations of \$5,000 or any integral multiple thereof. This bond is  
26 exchangeable and transferable for bonds of other authorized denominations at the  
27 principal corporate trust office of the Paying Agent, by the Registered Owner or by  
28 a person legally empowered to do so, upon presentation and surrender hereof to the  
29 Paying Agent, together with a request for exchange or an assignment signed by the  
30 Registered Owner or by a person legally empowered to do so, in a form satisfactory  
31 to the Paying Agent, all subject to the terms, limitations and conditions provided  
32 in the District Resolution. Any tax or governmental charges shall be paid by the  
33 transferor. The District and the Paying Agent may deem and treat the Registered  
34 Owner as the absolute owner of this bond for the purpose of receiving payment of or  
35 on account of principal or interest and for all other purposes, and neither the  
36 District, nor the Paying Agent shall be affected by any notice to the contrary.  
37

38 The District has elected to treat the Bonds as "Build America Bonds (Direct  
39 Payment)" under Section 54AA of the Internal Revenue Code of 1986, as amended, and  
40 intends that the Bonds be "qualified bonds" under Section 54AA(g)(2) of the Tax Code

1 which makes the District eligible for a cash subsidy payment from the State  
2 Treasury equal to 35% of the interest payable on the Bonds. Interest on the Bonds is  
3 not excluded from gross income for federal income tax purposes and owners of the  
4 Bonds are not eligible to receive tax credits with respect to the Bonds.

5  
6 [TO BE DETERMINED UPON THE SALE OF THE BONDS] The Bonds maturing on or before  
7 August 1, 20\_\_ are subject to redemption prior to maturity, as a whole or in part  
8 in order of maturity as designated by the District, or if not designated, pro-rata  
9 among maturities and by lot within a maturity, at the option of the District, from  
10 any available source of funds, on August 1, 20\_\_ and on any date thereafter, at a  
11 redemption price equal to the principal amount thereof together with accrued  
12 interest thereon to the date fixed for redemption, without premium.

13  
14 The Bonds maturing on August 1, 20\_\_ are subject to redemption prior to their  
15 respective stated maturities, as a whole or in part in order of maturity as  
16 designated by the District, or if not designated, pro-rata among maturities and by  
17 lot within a maturity, at the option of the District, from any available source of  
18 funds. The Bonds so called for redemption will be payable at a redemption price  
19 equal to the greater of (1) the issue price or (2) the sum of the present value of  
20 the remaining scheduled payments of principal and interest to the maturity date of  
21 the Bonds to be redeemed, not including any portion of those payments of interest  
22 accrued and unpaid as of the redemption date, discounted to the redemption date on  
23 a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at  
24 the Comparable Treasury Yield (as defined in subsection (c) below) plus 35 basis  
25 points, plus accrued interest on the Bonds to be redeemed to the redemption date.

26  
27 The Bonds are subject to redemption prior to their maturity at the option of  
28 the District, as a whole or in part, on any date prior to their maturity, upon the  
29 occurrence of an Extraordinary Event, at a redemption price equal to the greatest  
30 of (i) 100% of the principal amount of the Bonds to be redeemed; (ii) the initial  
31 offering price of the Bonds, as shown on the inside front cover page of this  
32 Official Statement; or (iii) the sum of the present values of the remaining  
33 scheduled payments of principal of and interest on the Bonds to be redeemed, not  
34 including any portion of those payments of interest accrued and unpaid as of the  
35 date on which the Bonds are to be redeemed, discounted to the date on which the  
36 Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting  
37 of twelve 30-day months, at a discount rate equal to the Comparable Treasury Yield,  
38 plus 100 basis points; plus, in each case, accrued interest on the Bonds to be  
39 redeemed to the redemption date.

November 2, 2010 The term "**Comparable Treasury Issue**" means the Treasury Department security selected by the Independent Banking Institution as having a maturity comparable to the remaining term to maturity of the Bond being redeemed that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term to maturity of the Bond being redeemed.

The term "**Comparable Treasury price**" means, with respect to any date on which a Bond or portion thereof is being redeemed, either (i) the average of five Reference Treasury Dealer quotations for the date fixed for redemption, after excluding the highest and lowest such quotations, and (ii) if the Independent Banking Institution is unable to obtain five such quotations, the average of the quotations that are obtained. The quotations shall be the average, as determined by the Independent Banking Institution, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of principal amounts) quoted in writing to the Independent Banking Institution, at 5:00 p.m. New York City time on the third Business Day preceding the date fixed for redemption.

The term "**Comparable Treasury Yield**" means the yield which represents the weekly average yield to maturity for the preceding week appearing in the most recently published statistical release designated "H.15 (519) Selected Interest Rates" under the heading "Treasury Constant Maturities," or any successor publication selected by the Independent Banking Institution that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded Treasury Department securities adjusted to constant maturity, for the maturity corresponding to the remaining term to maturity of the Bond being redeemed. The Comparable Treasury Yield shall be determined as of the third Business Day immediately preceding the applicable date fixed for redemption. If the H.15 (519) statistical release sets forth a weekly average yield for Treasury Department securities that have a constant maturity that is the same as the remaining term to maturity of the Bond being redeemed, then the Comparable Treasury Yield shall be equal to such weekly average yield. In all other cases, the Comparable Treasury Yield shall be calculated by interpolation on a straight-line basis, between the weekly average yields on the Treasury Department securities that have a constant maturity (i) closest to and greater than the remaining term to maturity of the Bond being redeemed; and (ii) closest to and less than the remaining term to maturity of the Bond being redeemed. Any weekly average yields calculated by interpolation shall be rounded to the nearest 1/100<sup>th</sup> of 1%, with any figure of 1/200<sup>th</sup> of 1% or above being rounded upward. If, and only if, weekly average yields for Treasury Department securities for the preceding week are not

1 available in the H.15 (519) statistical release or any successor publication, then  
 2 the Comparable Treasury Yield shall be the rate of interest per annum equal to the  
 3 semiannual equivalent yield to maturity of the Comparable Treasury Issue (expressed  
 4 as a percentage of its principal amount) equal to the Comparable Treasury Price as  
 5 of the date fixed for redemption.

6  
 7 The term "**Extraordinary Event**" means a determination by the District that a  
 8 material adverse change has occurred to Sections 54AA or 6431 of the Code or the  
 9 publication of any procedures, rules or guidance by the Internal Revenue Service or  
 10 the Treasury Department with respect to such Sections or any other determination by  
 11 the Internal Revenue Service or the Treasury Department, which determination is not  
 12 the result of any act or omission by the District or the County to satisfy the  
 13 requirements for the District to qualify to receive a direct cash subsidy payment  
 14 from the Treasury Department equal to the lesser of (i) the amount of interest  
 15 payable on the Bonds on each Interest Payment Date, or (ii) the amount of interest  
 16 which would have been payable on such Bonds on such Interest Payment Date if such  
 17 Bonds bore interest at a rate equal to the Applicable Credit Rate, pursuant to  
 18 which such direct cash subsidy payment is reduced, deferred or eliminated.

19  
 20 The term "**Independent Banking Institution**" means an investment banking  
 21 institution of national standing which is a primary United States government  
 22 securities dealer in the United States designated by the District (which may be the  
 23 Original Purchaser).

24  
 25 The term "**Original Purchaser**" means the Underwriter of the Bonds.

26  
 27 The term "**Reference Treasury Dealer**" means a primary United States Government  
 28 securities dealer in the United States appointed by the District and reasonably  
 29 acceptable to the Independent Banking Institution (which may be the Original  
 30 Purchaser).

31  
 32 The Bonds maturing on August 1, 20\_\_ (the "Term Bonds"), are subject to  
 33 mandatory sinking fund redemption in part by lot, on August 1 of each year in  
 34 accordance with the schedules set forth below. The Bonds so called for mandatory  
 35 sinking fund redemption shall be redeemed at the principal amount of such Bonds to  
 36 be redeemed, plus accrued but unpaid interest, without premium.

37  
 38 Redemption Year Principal Amount  
 39 (August 1) to be Redeemed

November 2010  
Whenever provision is made for the redemption of Bonds and less than all Bonds are to be redeemed, the Paying Agent, upon written instruction from the District received at least 30 days prior to the specified redemption date (unless a shorter notice is consented to by the Paying Agent), shall select Bonds for redemption in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such a manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

Notice of redemption shall be mailed, first class postage prepaid to the respective owners of any Bonds designated for redemption at their address appearing on the books required to be kept by the Paying Agent, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, which notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part.

In case of the redemption as permitted herein of all the outstanding Bonds of any one maturity, then outstanding, notice of redemption shall be given by mailing as herein provided, except that the notice of redemption need not specify the serial numbers of the Bonds of such maturity.

Neither the failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of accrual of interest represented thereby from and after the redemption date.

Neither the District, nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16<sup>th</sup> day of the month next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, or (b)

1 to transfer any Bond which has been selected or called for redemption in whole or  
2 in part.

3  
4 Reference is made to the District Resolution for a more complete description  
5 of the provisions, among others, with respect to the nature and extent of the  
6 security for the bonds of this series, the rights, duties and obligations of the  
7 District, the Paying Agent and the Registered owners, and the terms and conditions  
8 upon which the bonds are issued and secured. The owner of this bond assents, by  
9 acceptance hereof, to all of the provisions of the District Resolution.

10  
11 Unless this Bond is presented by an authorized representative of The  
12 Depository Trust Company, a New York corporation ("DTC"), to the District or its  
13 agent for registration of transfer, exchange, or payment, and any certificate  
14 issued is registered in the name of Cede & Co. or in such other name as is  
15 requested by an authorized representative of DTC (and any payment is made to Cede &  
16 Co. or to such other entity as is requested by an authorized representative of  
17 DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY  
18 PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an  
19 interest herein.

20  
21 IT IS CERTIFIED AND RECITED that all acts and conditions required by the  
22 Constitution and laws of the State of California to exist, to occur and to be  
23 performed or to have been met precedent to and in the issuing of the bonds in order  
24 to make them legal, valid and binding general obligations of the District, have  
25 been performed and have been met in regular and due form as required by law; that  
26 payment in full for the bonds has been received; that no statutory or  
27 constitutional limitation on indebtedness or taxation has been exceeded in issuing  
28 the bonds; and that due provision has been made for levying and collecting *ad*  
29 *valorem* property taxes on all of the taxable property within the District in an  
30 amount sufficient to pay principal and interest when due, and for levying and  
31 collecting such taxes the full faith and credit of the District are hereby pledged.

32  
33 This bond shall not be valid or obligatory for any purpose and shall not be  
34 entitled to any security or benefit under the District Resolution until the  
35 Certificate of Authentication below has been signed.




IN WITNESS WHEREOF, the District has caused this bond to be executed by the  
facsimile signature of the President of the Board and to be countersigned by the  
facsimile signature of the Clerk of the Board, all as of the date stated above.

**SANTA ANA UNIFIED SCHOOL DISTRICT**

By:   
President of the Board

ATTEST:

By:   
Clerk of the Board

**FORM OF CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds described in the District Resolution referred  
to herein.

Date of Registration and Authentication: \_\_\_\_\_, 2010

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,**  
as Paying Agent

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

**FORM OF ASSIGNMENT**

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

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

Signature Guaranteed: \_\_\_\_\_

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

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

## APPENDIX C

## FORM OF QUALIFIED SCHOOL CONSTRUCTION BOND

REGISTERED NO. \_\_\_\_

\*\*\*\$\_\_\_\_\_\*\*\*

SANTA ANA UNIFIED SCHOOL DISTRICT

(Orange County, California)

ELECTION OF 2008 GENERAL OBLIGATION BOND SERIES \_\_\_\_

(DIRECT PAY QUALIFIED SCHOOL CONSTRUCTION BONDS)

INTEREST RATE:      MATURITY DATE:      DATED DATE:      CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The SANTA ANA UNIFIED SCHOOL DISTRICT (the "District"), located in Orange County, California (the "County"), for value received, hereby 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, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing August 1, 2011 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15<sup>th</sup> day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2011 in which event it will bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. Principal hereof and any redemption premium hereon are payable upon presentation

1 November 2010 of this Bond at the office of the Paying Agent. Interest hereon is  
2 payable by check mailed by the Paying Agent on each Interest Payment Date to the  
3 Registered Owner of this Bond by first-class mail at the address appearing on the  
4 Bond registration books at the close of business on the 15<sup>th</sup> day of the calendar  
5 month next preceding such Interest Payment Date (the "Record Date"); *provided*,  
6 however, that at the written request of the registered owner of Bonds in an  
7 aggregate principal amount of at least \$1,000,000, which written request is on file  
8 with the Paying Agent prior to any Record Date, interest on such Bonds shall be  
9 paid on each succeeding Interest Payment Date by wire transfer in immediately  
10 available funds to such account of a financial institution within the United States  
11 of America as specified in such written request.

12  
13 This Bond is one of a series of \$\_\_\_\_\_ of Bonds issued for the purpose of  
14 raising money for the acquisition, construction and rehabilitation of school  
15 facilities, and to pay all necessary legal, financial, engineering and contingent  
16 costs in connection therewith under authority of and under the laws of the State of  
17 California, and the requisite two-thirds vote of the electors of the District cast  
18 at a special bond election held on June 3, 2008, upon the question of issuing Bonds  
19 in the amount of \$200,000,000, and under the resolution of the Board of Education  
20 of the District adopted on November 9, 2010 (the "Bond Resolution"). The Bonds are  
21 payable as to both principal and interest from the proceeds of the levy of *ad*  
22 *valorem* taxes on all property subject to such taxes in the District, which taxes  
23 are unlimited as to rate or amount.

24  
25 The District has designated the Bonds as "Qualified School Construction Bond"  
26 for purposes of Section 54F(a)(3) of the Internal Revenue Code of 1986 (the "Tax  
27 Code") and intends that the Bonds be "qualified bonds" under Section 6431(f) of the  
28 Tax Code. The District has covenant to apply all direct payments made to the  
29 District by the federal government under Section 6431 of the Tax Code, which the  
30 District has elected to receive under Section 54AA(g)(1) of the Tax Code, to the  
31 payment of principal of and interest on the Bonds. Interest on the Bonds is not  
32 intended to be excluded from gross income for federal income tax purposes.

33  
34 The principal of and interest and redemption premium, if any, on this Bond  
35 does not constitute a debt of the County, the State of California, or any of its  
36 political subdivisions other than the District, or any of the officers, agents and  
37 employees thereof, and neither the County, the State of California, any of its  
38 political subdivisions, nor any of the officers, agents and employees thereof shall  
39 be liable hereon. In no event shall the principal of and interest and redemption  
40 premium, if any, on this Bond be payable out of any funds or properties of the

1 District other than ad valorem taxes levied upon all taxable property in the  
2 District.

3  
4 The Bonds of this issue are issuable only as fully registered Bonds in the  
5 denominations of \$5,000 or any integral multiple thereof. This Bond is  
6 exchangeable and transferable for Bonds of other authorized denominations at the  
7 office of the Paying Agent, by the Registered Owner or by a person legally  
8 empowered to do so, upon presentation and surrender hereof to the Paying Agent,  
9 together with a request for exchange or an assignment signed by the Registered  
10 Owner or by a person legally empowered to do so, in a form satisfactory to the  
11 Paying Agent, all subject to the terms, limitations and conditions provided in the  
12 Bond Resolution. Any tax or governmental charges shall be paid by the transferor.  
13 The District and the Paying Agent may deem and treat the Registered Owner as the  
14 absolute owner of this Bond for the purpose of receiving payment of or on account  
15 of principal or interest and for all other purposes, and neither the District nor  
16 the Paying Agent shall be affected by any notice to the contrary.

17  
18 *[TO BE DETERMINED UPON THE SALE OF THE BONDS]* The Bonds are subject to  
19 redemption prior to their maturity at the option of the District, as a whole or in  
20 part, on any date prior to their maturity, upon the occurrence of an Extraordinary  
21 Event, at a redemption price equal to the greatest of (i) 100% of the principal  
22 amount of the Bonds to be redeemed; (ii) the initial offering price of the Bonds,  
23 as shown on the inside front cover page of this Official Statement; or (iii) the  
24 sum of the present values of the remaining scheduled payments of principal of and  
25 interest on the Bonds to be redeemed, not including any portion of those payments  
26 of interest accrued and unpaid as of the date on which the Bonds are to be  
27 redeemed, discounted to the date on which the Bonds are to be redeemed on a semi-  
28 annual basis, assuming a 360-day year consisting of twelve 30-day months, at a  
29 discount rate equal to the Comparable Treasury Yield, plus 100 basis points; plus,  
30 in each case, accrued interest on the Bonds to be redeemed to the redemption date.

31  
32 The term "Comparable Treasury Issue" means the Treasury Department security  
33 selected by the Independent Banking Institution as having a maturity comparable to  
34 the remaining term to maturity of the Bond being redeemed that would be used, at  
35 the time of selection and in accordance with customary financial practice, in  
36 pricing new issues of corporate debt securities of comparable maturity to the  
37 remaining term to maturity of the Bond being redeemed.

38  
39 The term "Comparable Treasury price" means, with respect to any date on which  
40 a Bond or portion thereof is being redeemed, either (i) the average of five

1 ~~Reference~~, Treasury Dealer quotations for the date fixed for redemption, after  
2 excluding the highest and lowest such quotations, and (ii) if the Independent  
3 Banking Institution is unable to obtain five such quotations, the average of the  
4 quotations that are obtained. The quotations shall be the average, as determined by  
5 the Independent Banking Institution, of the bid and asked prices for the Comparable  
6 Treasury Issue (expressed in each case as a percentage of principal amounts) quoted  
7 in writing to the Independent Banking Institution, at 5:00 p.m. New York City time  
8 on the third Business Day preceding the date fixed for redemption.

9  
10 The term "Comparable Treasury Yield" means the yield which represents the  
11 weekly average yield to maturity for the preceding week appearing in the most  
12 recently published statistical release designated "H.15(519) Selected Interest  
13 Rates" under the heading "Treasury Constant Maturities," or any successor  
14 publication selected by the Independent Banking Institution that is published  
15 weekly by the Board of Governors of the Federal Reserve System and that establishes  
16 yields on actively traded Treasury Department securities adjusted to constant  
17 maturity, for the maturity corresponding to the remaining term to maturity of the  
18 Bond being redeemed. The Comparable Treasury Yield shall be determined as of the  
19 third Business Day immediately preceding the applicable date fixed for redemption.  
20 If the H.15(519) statistical release sets forth a weekly average yield for Treasury  
21 Department securities that have a constant maturity that is the same as the  
22 remaining term to maturity of the Bond being redeemed, then the Comparable Treasury  
23 Yield shall be equal to such weekly average yield. In all other cases, the  
24 Comparable Treasury Yield shall be calculated by interpolation on a straight-line  
25 basis, between the weekly average yields on the Treasury Department securities that  
26 have a constant maturity (i) closest to and greater than the remaining term to  
27 maturity of the Bond being redeemed; and (ii) closest to and less than the  
28 remaining term to maturity of the Bond being redeemed. Any weekly average yields  
29 calculated by interpolation shall be rounded to the nearest 1/100th of 1%, with any  
30 figure of 1/200th of 1% or above being rounded upward. If, and only if, weekly  
31 average yields for Treasury Department securities for the preceding week are not  
32 available in the H.15(519) statistical release or any successor publication, then  
33 the Comparable Treasury Yield shall be the rate of interest per annum equal to the  
34 semiannual equivalent yield to maturity of the Comparable Treasury Issue (expressed  
35 as a percentage of its principal amount) equal to the Comparable Treasury Price as  
36 of the date fixed for redemption.

37  
38 The term "Extraordinary Event" means a determination by the District that a  
39 material adverse change has occurred to Sections 54A, 54F, 54AA or 6431 of the Code  
40 or the publication of any procedures, rules or guidance by the Internal Revenue

November 2, 2010

1 Service or the Treasury Department with respect to such Section 2910 or other  
2 determination by the Internal Revenue Service or the Treasury Department, which  
3 determination is not the result of any act or omission by the District or the  
4 County to satisfy the requirements for the District to qualify to receive a direct  
5 cash subsidy payment from the Treasury Department equal to the lesser of (i) the  
6 amount of interest payable on the Bonds on each Interest Payment Date, or (ii) the  
7 amount of interest which would have been payable on such Bonds on such Interest  
8 Payment Date if such Bonds bore interest at a rate equal to the Applicable Credit  
9 Rate, pursuant to which such direct cash subsidy payment is reduced, deferred or  
10 eliminated.

11  
12 The term "Independent Banking Institution" means an investment banking  
13 institution of national standing which is a primary United States government  
14 securities dealer in the United States designated by the District (which may be one  
15 of the Original Purchasers). If the District fails to appoint an Independent  
16 Banking Institution at least 45 days prior to the date fixed for redemption, or if  
17 the Independent Banking Institution appointed by the District is unwilling or  
18 unable to determine the Comparable Treasury Yield, the Comparable Treasury Yield  
19 shall be determined by an Independent Banking Institution designated by the Paying  
20 Agent.

21  
22 The term "Original Purchaser" means the Underwriter of the Bonds.

23  
24 The term "Reference Treasury Dealer" means a primary United States Government  
25 securities dealer in the United States appointed by the District and reasonably  
26 acceptable to the Independent Banking Institution (which may be the Original  
27 Purchaser). If the District fails to select the Reference Treasury Dealers within a  
28 reasonable period of time, the Paying Agent will select the Reference Treasury  
29 Dealers in consultation with the District.

30  
31 In the event and to the extent that the District fails to expend all of the  
32 proceeds of the Bonds within the Expenditure Period, the Bonds shall be subject to  
33 extraordinary mandatory redemption on any date which is not more than 90 days  
34 following the Expenditure Period (as such term is defined in the Resolution), at a  
35 redemption price equal to 100% of the principal amount of the outstanding Bonds to  
36 be redeemed, together with accrued thereon to the redemption date, without premium.  
37 The redemption price of any Bonds to be redeemed under this paragraph shall be  
38 payable solely from the unexpended proceeds of the Bonds remaining at the  
39 expiration of the Expenditure Period.

1 The, Paying Agent shall give notice of the redemption of the Bonds at the  
2 expense of the District. Such notice shall specify: (a) that the Bonds or a  
3 designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of  
4 the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d)  
5 the place or places where the redemption will be made, and (e) descriptive  
6 information regarding the Bonds including the dated date, interest rate and stated  
7 maturity date. Such notice shall further state that on the specified date there  
8 becomes due and payable upon each Bond to be redeemed, the portion of the principal  
9 amount of such Bond to be redeemed, together with interest accrued to said date,  
10 the redemption premium, if any, and that from and after such date interest with  
11 respect thereto shall cease to accrue and be payable.

12  
13 Notice of redemption shall be by registered or otherwise secured mail or  
14 delivery service, postage prepaid, to the registered owners of the Bonds by first  
15 class mail, postage prepaid, to the District and the respective Owners of any Bonds  
16 designated for redemption at their addresses appearing on the Bond registration  
17 books, in every case at least 30 days, but not more than 60 days, prior to the  
18 redemption date; provided that neither failure to receive such notice nor any  
19 defect in any notice so mailed shall affect the sufficiency of the proceedings for  
20 the redemption of such Bonds.

21  
22 Neither the District nor the Paying Agent will be required to transfer any  
23 Bond (a) during the period established by the Paying Agent for selection of Bonds  
24 for redemption or (b) with respect to a Bond which has been selected for  
25 redemption.

26  
27 Reference is made to the Bond Resolution for a more complete description of  
28 the provisions, among others, with respect to the nature and extent of the security  
29 for the Bonds of this series, the rights, duties and obligations of the District,  
30 the Paying Agent and the Registered Owners, and the terms and conditions upon which  
31 the Bonds are issued and secured. The owner of this Bond assents, by acceptance  
32 hereof, to all of the provisions of the Bond Resolution.

33  
34 It is certified, recited and declared that all acts and conditions required  
35 by the Constitution and laws of the State of California to exist, to be performed  
36 or to have been met precedent to and in the issuing of the Bonds in order to make  
37 them legal, valid and binding general obligations of the District, have been  
38 performed and have been met in regular and due form as required by law; that  
39 payment in full for the Bonds has been received; that no statutory or  
40 constitutional limitation on indebtedness or taxation has been exceeded in issuing



the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

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

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

**IN WITNESS WHEREOF**, the Board of Education of the District has caused this Bond to be executed on behalf of the District 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 Executive Clerk to the Board of Education of the District, all as of the date stated above.

**SANTA ANA UNIFIED SCHOOL DISTRICT**

By

  
President of the Board of Education

**COUNTERSIGNED:**

By

  
Clerk of the Board of Education

**CERTIFICATE OF AUTHENTICATION**

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

Date of Authentication: \_\_\_\_\_, 2010

**THE BANK OF NEW YORK MELLON TRUST COMPANY,**  
**N.A., as Paying Agent**

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

**FORM OF ASSIGNMENT**

For value received, the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint

\_\_\_\_\_ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an eligible guarantor institution.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

**RESOLUTION NO. 10/11-2857****BOARD OF EDUCATION  
SANTA ANA UNIFIED SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA****RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF 2010 GENERAL OBLIGATION REFUNDING BONDS OF THE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$34,500,000 TO REFUND THE DISTRICT'S ELECTION OF 1999 GENERAL OBLIGATION BONDS, SERIES 2002 AND APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the Santa Ana Unified School District (the "District") caused its Santa Ana Unified School District (Orange County, California) Election of 1999 General Obligation Bonds, Series 2002 to be issued on August 1, 2002 in the aggregate original principal amount of \$38,000,000 of which \$32,195,000 principal amount is outstanding as of the date hereof (the "Series 2002 Prior Bonds"); and

WHEREAS, the District has determined at this time to issue its Santa Ana Unified School District, 2010 General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$34,500,000 (the "Refunding Bonds") for the purpose of refunding all or a portion of the Series 2002 Prior Bonds in one or more series thereby realizing financial savings to the District and the property taxpayers in the District; and

WHEREAS, the Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of the Refunding Bonds pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

WHEREAS, the Board wishes at this time to take its action approving the issuance and sale of the Refunding Bonds and documents and actions relating to the Refunding Bonds;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

**ARTICLE I**

**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 in the recitals hereof or otherwise in this Section 1.01, unless the context clearly requires some other meaning.

"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 Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, as is in effect on the date of adoption hereof and as amended hereafter.

"Closing Date" means the date or dates upon which there is a physical delivery of the Refunding Bonds in exchange for the payment of the purchase price of the Refunding Bonds by the District.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District in connection with the authorization, issuance, sale and delivery of the Refunding Bonds and the refunding of the Series 2002 Prior Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, the Escrow Bank and their counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, insurance premiums, fees and charges for preparation, execution and safekeeping of the Refunding Bonds and any other cost, charge or fee in connection with the original issuance of the Refunding Bonds.

"County" means the County of Orange, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"Debt Service Fund" means the account established and held by the County pursuant to Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.09.

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1       "Depository System Participant" means any participant in the Depository's  
2 book-entry system.

3  
4       "District" means the Santa Ana Unified School District, a school district  
5 organized under the Constitution and laws of the State of California, and any  
6 successor thereto.

7  
8       "District Representative" means the Superintendent, the Associate  
9 Superintendent, Business Services, or any other duly appointed officer of the  
10 District authorized by resolution of the Board to act as a representative of the  
11 District hereunder.

12  
13       "DTC" means The Depository Trust Company, New York, New York, and its  
14 successors and assigns.

15  
16       "Escrow Agreement" means the Escrow Deposit and Trust Agreement by and between  
17 the District and the Escrow Bank providing for the defeasance of the Series 2002  
18 Prior Bonds.

19  
20       "Escrow Bank" means the financial institution acting as escrow bank under the  
21 Escrow Agreement, its successors and assigns.

22  
23       "Escrow Fund" means the fund established and held by the Escrow Bank pursuant  
24 to the Escrow Agreement for the purpose of paying when due the principal of and  
25 interest on the Prior Bonds.

26  
27       "Federal Securities" means United States Treasury notes, bonds, bills or  
28 certificates of indebtedness, or any other obligations the timely payment of which  
29 is directly or indirectly guaranteed by the faith and credit of the United States of  
30 America.

31  
32       "Information Services" means Financial Information, Inc.'s "Daily Called Bond  
33 Service", 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302,  
34 Attention: Editor; Kenny Information Services' "Called Bond Service," 65 Broadway,  
35 16th Floor, New York, New York 10006; Mergent/FIS, 5250 77 Center Drive, Suite 150,  
36 Charlotte, North Carolina 28217, Attention: Called Bond Dept.; Standard & Poor's  
37 Corporation "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004;  
38 and, in accordance with then current guidelines of the Securities and Exchange  
39 Commission, such other addresses and/or such other services providing information  
40 with respect to called bonds as the District may designate in a Written Request of  
41 the District delivered to the Paying Agent.

1       "Interest Payment Date" means February 1, 2011, and the first (1st) calendar  
2 day of each succeeding February and August or as otherwise specified in the Purchase  
3 Contract.

4  
5       "Official Statement" means the Official Statement, including the preliminary  
6 and final form thereof, describing the Refunding Bonds and utilized in connection  
7 with the offering thereof.

8  
9       "Outstanding," when used as of any particular time with reference to Refunding  
10 Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by  
11 the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding  
12 Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c)  
13 Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall  
14 have been authorized, executed, issued and delivered by the District pursuant to  
15 this Resolution.

16  
17       "Owner", whenever used herein with respect to a Refunding Bond, means the  
18 person in whose name the ownership of such Refunding Bond is registered on the  
19 Registration Books.

20  
21       "Paying Agent" means the Paying Agent appointed by the District and acting as  
22 paying agent, registrar and authenticating agent for the Refunding Bonds, its  
23 successors and assigns, and any other corporation or association which may at any  
24 time be substituted in its place, as provided in Section 6.01.

25  
26       "Principal Office" means the office or offices of the Paying Agent for the  
27 payment of the Refunding Bonds and the administration of its duties hereunder, as  
28 such office or offices shall be identified in a written notice filed with the  
29 District by the Paying Agent.

30  
31       "Prior Bonds" means the Series 2002 Prior Bonds or all or part of such bonds.

32  
33       "Proceeds Account" means the account established and held by the Paying Agent  
34 pursuant to Section 4.01.

35  
36       "Purchase Contract" means that certain Bond Purchase Agreement by and between  
37 the District and the Underwriter providing for the terms of the sale of the  
38 Refunding Bonds to the Underwriter.

39  
40       "Record Date" means the fifteenth (15th) day of the month preceding an  
41 Interest Payment Date, whether or not such day is a business day.

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1       "Refunding Bonds" means the Santa Ana Unified School District (Orange County,  
2 California) 2010 General Obligation Refunding Bonds, at any time Outstanding  
3 pursuant to this Resolution.  
4

5       "Registration Books" means the records maintained by the Paying Agent for the  
6 registration of ownership and registration of transfer of the Refunding Bonds  
7 pursuant to Section 2.08.  
8

9       "Resolution" means this Resolution, as originally adopted by the Board,  
10 including all amendments hereto and supplements hereof which are duly adopted by the  
11 Board from time to time in accordance herewith.  
12

13       "Securities Depositories" means The Depository Trust Company, 711 Stewart  
14 Avenue, Garden City, New York 11530, Fax-(516) 227-4039 or 4190; Midwest Securities  
15 Trust Company, Capital Structures-Call Notification, 440 South LaSalle Street,  
16 Chicago, Illinois 60605, Fax-(312) 663-2343; Philadelphia Depository Trust Company,  
17 Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103,  
18 Attention: Bond Department, Fax-(215) 496-5058; and, in accordance with then current  
19 guidelines of the Securities and Exchange Commission, such other addresses and/or  
20 such other securities depositories as the District may designate in a Written  
21 Request of the District delivered to the Paying Agent.  
22

23       "Supplemental Resolution" means any resolution supplemental to or amendatory  
24 of this Resolution, adopted by the District in accordance with Article VIII.  
25

26       "Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing  
27 Date or (except as otherwise referenced herein) as it may be amended to apply to  
28 obligations issued on the Closing Date, together with applicable proposed, final  
29 regulations promulgated, and applicable official public guidance published, under  
30 said Code.  
31

32       "Treasurer and Tax Collector" means the Treasurer and Tax Collector of the  
33 County, or any authorized deputy thereof.  
34

35       "Underwriter" means the original purchasers of the Refunding Bonds.  
36

37       "Written Request of the District" means an instrument in writing signed by a  
38 District Representative or by any other officer of the District duly authorized to  
39 act on behalf of the District pursuant to a written certificate of a District  
40 Representative.  
41  
42

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

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

SECTION 1.03. *Authority for this Resolution.* This Resolution is entered into pursuant to the provisions of the Bond Law. It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

SECTION 1.04. *Findings and Determinations.* Pursuant to Section 53552 of the Bond Law, the Board hereby finds and determines that the prudent management of the fiscal affairs of the District requires that the Refunding Bonds be issued under the Bond Law and in accordance with this Resolution. The total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds shall not exceed the total net interest cost to maturity on the Series 2002 Prior Bonds plus the principal amount of the Series 2002 Prior Bonds.

**ARTICLE II**

**THE REFUNDING BONDS**

SECTION 2.01. *Authorization.* Refunding Bonds in an aggregate principal amount not to exceed \$34,500,000 are hereby authorized to be issued by the District under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money for the refunding of all or a portion of the Series 2002 Prior



1 Bonds pursuant to the Escrow Agreement, and to pay certain Costs of Issuance. This  
2 Resolution constitutes a continuing agreement between the District and the Owners of  
3 all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to  
4 secure the full and final payment of principal of and interest and premium, if any,  
5 on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants,  
6 agreements, provisions and conditions herein contained. The Refunding Bonds shall be  
7 designated the "Santa Ana Unified School District (Orange County, California) 2010  
8 General Obligation Refunding Bonds". The exact aggregate principal amount of the  
9 Refunding Bonds to be issued hereunder shall be set forth in the Official Statement  
10 and the Purchase Contract.

11  
12 SECTION 2.02. *Terms of Refunding Bonds.*

13  
14 (a) Form; Numbering. The Refunding Bonds shall be issued in one or more  
15 series as fully registered bonds, without coupons, in the denomination of \$5,000  
16 each or any integral multiple thereof, but in an amount not to exceed the aggregate  
17 principal amount of \$34,500,000. Refunding Bonds shall be lettered and numbered as  
18 the Paying Agent shall prescribe.

19  
20 (b) Date of Refunding Bonds. The Refunding Bonds shall be dated the Closing  
21 Date. If the Refunding Bonds are issued in more than one series, each series of  
22 Refunding Bonds shall have its own dated date.

23  
24 (c) CUSIP Identification Numbers. "CUSIP" identification numbers shall be  
25 imprinted on the Refunding Bonds, but such numbers shall not constitute a part of  
26 the contract evidenced by the Refunding Bonds and any error or omission with respect  
27 thereto shall not constitute cause for refusal of any purchaser to accept delivery  
28 of and pay for the Refunding Bonds. In addition, failure on the part of the District  
29 to use such CUSIP numbers in any notice to Owners of the Refunding Bonds shall not  
30 constitute an event of default or any violation of the District's contract with such  
31 Owners and shall not impair the effectiveness of any such notice.

32  
33 (d) Maturities. The Refunding Bonds shall mature on August 1 in each of the  
34 years and in the respective amounts as set forth in the Purchase Contract.

35  
36 (e) Interest. The Refunding Bonds shall bear interest at the respective rates  
37 of interest per annum (calculated on the basis of a year comprised of twelve (12)  
38 months of thirty (30) days each) as set forth in the Purchase Contract. The rates of  
39 interest on the Refunding Bonds shall comply with the savings requirements set forth  
40 in Section 1.04.

41  
42 Each Refunding Bond shall bear interest from the Interest Payment Date next  
43 preceding the date of authentication thereof unless (i) it is authenticated as of an

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Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it shall bear interest from its dated date; provided, however, that if at the time of authentication of a Refunding Bond, interest is in default thereon, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(f) Payment. Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Refunding Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. Principal of and premium (if any) on the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

SECTION 2.03. *Redemption.*

(a) Optional Redemption. The Refunding Bonds shall be subject to redemption by the District at its option, if at all, from any source of legally available funds, on the dates and at the redemption prices as set forth in the Purchase Contract.

(b) Mandatory Sinking Fund Redemption. In the event and to the extent specified in the Purchase Contract, any maturity of Refunding Bonds shall be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts set forth in the Official Statement, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

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1 (c) Redemption Procedure. The Paying Agent shall cause notice of any  
2 redemption to be mailed, by first class mail, postage prepaid, at least thirty (30)  
3 days but not more than sixty (60) days prior to the date fixed for redemption, to  
4 (i) one or more of the Information Services, and (ii) to the respective Owners of  
5 any Refunding Bonds designated for redemption, at their addresses appearing on the  
6 Registration Books; but such mailing shall not be a condition precedent to such  
7 redemption and failure to mail or to receive any such notice shall not affect the  
8 validity of the proceedings for the redemption of such Refunding Bonds.

9  
10 Such notice shall specify: (a) that the Bonds or a designated portion thereof  
11 are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed,  
12 (c) the date of notice and the date of redemption, (d) the place or places where the  
13 redemption will be made, and (e) descriptive information regarding the Bonds  
14 including the dated date, interest rate and stated maturity date. Such notice shall  
15 further state that on the specified date there shall become due and payable upon  
16 each Bond to be redeemed, the portion of the principal amount of such Bond to be  
17 redeemed, together with interest accrued to said date, the redemption premium, if  
18 any, and that from and after such date interest with respect thereto shall cease to  
19 accrue and be payable.

20 Upon surrender of Refunding Bonds redeemed in part only, the District shall  
21 execute and the Paying Agent shall authenticate and deliver to the Owner, at the  
22 expense of the District, a new Refunding Bond or Bonds, of the same maturity, of  
23 authorized denominations in aggregate principal amount equal to the unredeemed  
24 portion of the Refunding Bond or Bonds.

25  
26 From and after the date fixed for redemption, if notice of such redemption  
27 shall have been duly given and funds available for the payment of the principal of  
28 and interest (and premium, if any) on the Refunding Bonds so called for redemption  
29 shall have been duly provided, such Refunding Bonds so called shall cease to be  
30 entitled to any benefit under this Resolution other than the right to receive  
31 payment of the redemption price, and no interest shall accrue thereon on or after  
32 the redemption date specified in such notice. All Refunding Bonds redeemed pursuant  
33 to this Section 2.03 shall be canceled by the Paying Agent, and a certificate of  
34 cancellation shall be submitted by the Paying Agent to the District.

35  
36 SECTION 2.04. *Form of Refunding Bonds.* The Refunding Bonds, the form of the  
37 Paying Agent's certificate of authentication and registration and the form of  
38 assignment to appear thereon shall be substantially in the forms, respectively, with  
39 necessary or appropriate variations, omissions and insertions, as permitted or  
40 required by this Resolution or the Official Statement, as are set forth in Exhibit A  
41 attached hereto.

1       SECTION 2.05.   *Execution of Refunding Bonds.*   The Refunding Bonds shall be  
2 signed by the facsimile signature of the President of the Board and shall be  
3 attested by the facsimile signature of the Clerk of the Board. No Refunding Bond  
4 shall be valid or obligatory for any purpose or shall be entitled to any security or  
5 benefit under this Resolution unless and until the certificate of authentication  
6 printed on such Refunding Bond is signed by the Paying Agent as authenticating  
7 agent.

8  
9       Only such Refunding Bonds as shall bear thereon a certificate of  
10 authentication and registration in the form set forth in Exhibit A attached hereto,  
11 executed and dated by the Paying Agent, shall be valid or obligatory for any purpose  
12 or entitled to the benefits of this Resolution, and such certificate of the Paying  
13 Agent shall be conclusive evidence that the Refunding Bonds so registered have been  
14 duly authenticated, registered and delivered hereunder and are entitled to the  
15 benefits of this Resolution.

16  
17       SECTION 2.06.   *Transfer of Refunding Bonds.*   Any Refunding Bond may, in  
18 accordance with its terms, be transferred, upon the Registration Books, by the  
19 person in whose name it is registered, in person or by his or her duly authorized  
20 attorney, upon surrender of such Refunding Bond for cancellation at the Principal  
21 Office at the Paying Agent, accompanied by delivery of a written instrument of  
22 transfer in a form approved by the Paying Agent, duly executed. The District may  
23 charge a reasonable sum for each new Refunding Bond issued upon any transfer.

24  
25       Whenever any Refunding Bond or Bonds shall be surrendered for transfer, the  
26 District shall execute and the Paying Agent shall authenticate and deliver a new  
27 Refunding Bond or Bonds, for like aggregate principal amount. No transfers of  
28 Refunding Bonds shall be required to be made (a) fifteen (15) days prior to the date  
29 established by the Paying Agent for selection of Refunding Bonds for redemption or  
30 (b) with respect to a Refunding Bond which has been selected for redemption.

31  
32       SECTION 2.07.   *Exchange of Refunding Bonds.*   Refunding Bonds may be exchanged  
33 at the Principal Office of the Paying Agent for a like aggregate principal amount of  
34 Refunding Bonds of authorized denominations and of the same maturity. The District  
35 may charge a reasonable sum for each new Refunding Bond issued upon any exchange  
36 (except in the case of any exchange of temporary Refunding Bonds for definitive  
37 Refunding Bonds). No exchanges of Refunding Bonds shall be required to be made 15  
38 days prior to the date established by the Paying Agent for selection of Refunding  
39 Bonds for redemption or (b) with respect to a Refunding Bond after such Refunding  
40 Bond has been selected for redemption.

41  
42       SECTION 2.08.   *Registration Books.*   The Paying Agent shall keep or cause to be  
43 kept sufficient books for the registration and transfer of the Refunding Bonds,

1 which shall at all times be open to inspection by the District upon reasonable  
2 notice; and, upon presentation for such purpose, the Paying Agent shall, under such  
3 reasonable regulations as it may prescribe, register or transfer or cause to be  
4 registered or transferred, on said books, Refunding Bonds as herein before provided.

5  
6 SECTION 2.09. *Book-Entry System.* Except as provided below, the Owner of all  
7 of the Refunding Bonds shall be DTC, and the Refunding Bonds shall be registered in  
8 the name of Cede & Co., as nominee for DTC. The Refunding Bonds shall be initially  
9 executed and delivered in the form of a single fully registered Refunding Bond for  
10 each maturity date of the Refunding Bonds in the full aggregate principal amount of  
11 the Refunding Bonds maturing on such date. The Paying Agent and the District may  
12 treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds  
13 registered in its name for all purposes of this Agreement, and neither the Paying  
14 Agent nor the District shall be affected by any notice to the contrary. The Paying  
15 Agent and the District shall not have any responsibility or obligation to any  
16 Depository System Participant, any person claiming a beneficial ownership interest  
17 in the Refunding Bonds under or through DTC or a Depository System Participant, or  
18 any other person which is not shown on the register of the District as being an  
19 owner, with respect to the accuracy of any records maintained by DTC or any  
20 Depository System Participant or the payment by DTC or any Depository System  
21 Participant by DTC or any Depository System Participant of any amount in respect of  
22 the principal or interest with respect to the Refunding Bonds. The District shall  
23 cause to be paid all principal and interest with respect to the Refunding Bonds only  
24 to DTC, and all such payments shall be valid and effective to fully satisfy and  
25 discharge the District's obligations with respect to the principal and interest with  
26 respect to the Refunding Bonds to the extent of the sum or sums so paid. Except  
27 under the conditions noted below, no person other than DTC shall receive a Refunding  
28 Bond. Upon delivery by DTC to the District of written notice to the effect that DTC  
29 has determined to substitute a new nominee in place of Cede & Co., the term "Cede &  
30 Co." in this Agreement shall refer to such new nominee of DTC.

31  
32 If the District determines that it is in the best interest of the beneficial  
33 owners that they be able to obtain Refunding Bonds and delivers a written  
34 certificate to DTC and the District to that effect, DTC shall notify the Depository  
35 System Participants of the availability through DTC of Refunding Bonds. In such  
36 event, the District shall issue, transfer and exchange Refunding Bonds as requested  
37 by DTC and any other owners in appropriate amounts. DTC may determine to discontinue  
38 providing its services with respect to the Refunding Bonds at any time by giving  
39 notice to the District and the District and discharging its responsibilities with  
40 respect thereto under applicable law. Under such circumstances (if there is no  
41 successor securities depository), the District shall be obligated to deliver  
42 Refunding Bonds as described in this Agreement. Whenever DTC requests the District  
43 to do so, the District will cooperate with DTC in taking appropriate action after

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

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding 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 Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds.

SECTION 2.10. *Mutilated, Lost, Destroyed or Stolen Refunding Bonds.* If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. Every mutilated Refunding Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Refunding 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 Refunding Bond of like maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Refunding Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Refunding Bond issued under the provisions of this Section 2.10 in lieu of any Refunding Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Refunding 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 Refunding Bonds issued pursuant to this Resolution.

Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Refunding Bond for which principal has or is about to become due for a Refunding Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Refunding Bond in accordance with its terms.

**ARTICLE III****SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS; APPROVAL OF RELATED  
DOCUMENTS**

SECTION 3.01. *Sale of Refunding Bonds.* The Board hereby approves the sale of the Refunding Bonds to George K. Baum & Company, as Underwriter, pursuant to the Purchase Contract, between the District and the Underwriter, in substantially the form on file with the Superintendent with an underwriter's discount of 0.70%, together with any changes therein or additions approved by a District Representative, so long as savings results to the District in an amount equal to or greater than 4.0% of the Prior Bonds being refunded. The Superintendent and designees thereof are directed to cause sale of the bonds.

SECTION 3.02. *Application of Proceeds of Sale of Refunding Bonds.* On the Closing Date, the net proceeds of sale of the Refunding Bonds shall be paid by the Underwriter to the Paying Agent. The Paying Agent shall deposit all of such amounts in the Proceeds Account, to be applied on the Closing Date as follows:

(a) The Paying Agent shall withdraw from the Proceeds Account the amount set forth in a Written Request of the District filed with the Paying Agent as of the Closing Date. Such amount shall be transferred by the Paying Agent to the Escrow Bank, deposited in the Escrow Fund and applied to purchase certain Federal Securities to be applied in accordance with the Escrow Agreement for the payment and discharge of the Series 2002 Prior Bonds.

(b) The Paying Agent shall retain the remainder of such amounts in the Proceeds Account, if any, to be applied as set forth in Section 4.01.

SECTION 3.03. *Approval of Escrow Agreement.* The Board hereby approves the refunding of all or a portion of the Series 2002 Prior Bonds pursuant to the Escrow Agreement, in substantially the form on file with the Superintendent, together with any changes therein or additions thereto approved by a District Representative, whose execution thereof shall be conclusive evidence of approval to any such changes or additions. The Escrow Agreement shall be executed in the name and on behalf of the District by the Superintendent or a District Representative, who are hereby separately authorized and directed to execute and deliver said form of Escrow Agreement on behalf of the District. If the Refunding Bonds are issued in more than one series, a separate Escrow Agreement may be used for the Prior Bonds being refunded by each series of Refunding Bonds.

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SECTION 3.04. *Approval of Official Statement.* The Board hereby authorizes the preparation of an Official Statement and authorizes the Superintendent, or a District Representative, on behalf of the Board, to approve, and to deem nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the portions of the Official Statement describing the District and the Refunding Bonds. A District Representative is hereby individually authorized to execute an appropriate certificate stating such officer's determination that such portions of the Official Statement have been deemed nearly final within the meaning of such Rule. Distribution of the Official Statement by the Underwriter in connection with the sale of the Refunding Bonds is hereby approved.

#### ARTICLE IV

##### FUNDS AND ACCOUNTS

SECTION 4.01. *Proceeds Account.* There is hereby created the "2010 Refunding General Obligation Bond Proceeds Account", which shall be held and maintained by the Paying Agent as a separate account, distinct from all other funds of the District, into which shall be deposited the proceeds of sale of the Refunding Bonds pursuant to Section 3.02. Amounts remaining on deposit in the Proceeds Account pursuant to Section 3.02(b), if any, shall be disbursed for the purpose of paying the Costs of Issuance upon the receipt by the Paying Agent of Written Requests of the District. On the date which is four (4) calendar months following the Closing Date, all amounts remaining on deposit in the Proceeds Account, if any, shall be withdrawn therefrom by the Paying Agent and transferred to the County for deposit in the Debt Service Fund.

SECTION 4.02. *Debt Service Fund.* The District hereby directs the Treasurer and Tax Collector of the County to establish, hold and maintain a fund to be known as the "Santa Ana Unified School District 2010 General Obligation Refunding Bond Debt Service Fund", which shall be maintained by the Treasurer and Tax Collector as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as directed by the District herein, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds in accordance with Section 5.03, shall be deposited in the Debt Service Fund by the Treasurer and Tax Collector promptly upon apportionment of said levy. The Debt Service Fund is hereby irrevocably pledged by the District for the payment of the principal of and interest on the Refunding Bonds when and as the same become due. The moneys in the Debt Service Fund shall be remitted to the Paying Agent to pay the principal of and interest on the Refunding Bonds as the same become due and payable.



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1 If, after payment in full of the Refunding Bonds, any amounts remain on  
2 deposit in the Debt Service Fund, such amounts shall be transferred on a pro rata  
3 basis to any other debt service funds maintained by the County for outstanding  
4 general obligation bonds of the District and applied to the next debt service  
5 payment coming due on such bonds, or, if no general obligation bonds are  
6 outstanding, such amounts shall be transferred by the Treasurer and Tax Collector to  
7 the general fund of the District, upon the Written Request of the District filed  
8 with the Treasurer-Tax Collector, to be applied solely in a manner which is  
9 consistent with the requirements of applicable state and federal tax law.

10  
11 SECTION 4.03. *Investments.* All moneys in the Proceeds Account shall be  
12 invested by the Paying Agent solely in investments pursuant to and as identified in  
13 the Written Request of the District given to the Paying Agent in advance of the  
14 making of such investments (and promptly confirmed in writing, as to any such  
15 direction given orally). All moneys held in any of the funds or accounts established  
16 with the County hereunder shall be invested in accordance with the investment  
17 policies of the County, as such policies shall exist at the time of investment.  
18 Obligations purchased as an investment of moneys in any fund shall be deemed to be  
19 part of such fund or account.

20  
21 All interest or gain derived from the investment of amounts in any of the  
22 funds or accounts established hereunder shall be deposited in the fund or account  
23 from which such investment was made, and shall be expended for the purposes thereof.  
24 The District covenants that all investments of amounts deposited in any fund or  
25 account created by or pursuant to this Resolution, or otherwise containing proceeds  
26 of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value  
27 thereof. For purposes of this Section 4.03, the term "Fair Market Value" shall mean,  
28 with respect to any investment, the price at which a willing buyer would purchase  
29 such investment from a willing seller in a bona fide, arm's length transaction  
30 (determined as of the date the contract to purchase or sell the investment becomes  
31 binding) if the investment is traded on an established securities market (within the  
32 meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market  
33 Value" means the acquisition price in a bona fide arm's length transaction (as  
34 described above) if (i) the investment is a certificate of deposit that is acquired  
35 in accordance with applicable regulations under the Tax Code, (ii) the investment is  
36 an agreement with specifically negotiated withdrawal or reinvestment provisions and  
37 a specifically negotiated interest rate (for example, a guaranteed investment  
38 contract, a forward supply contract or other investment agreement) that is acquired  
39 in accordance with applicable regulations under the Tax Code, or (iii) the  
40 investment is a United States Treasury Security - State and Local Government Series  
41 that is acquired in accordance with applicable regulations of the United States  
42 Bureau of Public Debt.

**ARTICLE V**

**OTHER COVENANTS OF THE DISTRICT;  
SECURITY FOR THE REFUNDING BONDS**

SECTION 5.01. *Punctual Payment.* The District will punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in strict conformity with the terms of the Refunding 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 Refunding 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 Refunding 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 Refunding Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

SECTION 5.03. *Security for the Refunding Bonds.* The Refunding Bonds are general obligations of the District, payable from the levy of *ad valorem* taxes upon all property within the District subject to taxation by the District, without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium, if any, thereon. The District hereby directs the County to levy 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 Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof pursuant to Section 2.03(b), which moneys when collected will be placed in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on the Refunding Bonds shall not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its

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political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

SECTION 5.04. *Books and Accounts; Financial Statement.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries shall be made of all transactions relating to the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Escrow Bank and the Owners of not less than ten percent (10%) in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.05. *Protection of Security and Rights of Refunding Bond Owners.* The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond 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 Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

SECTION 5.06. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not used so as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

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

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

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, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.08. *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 Refunding Bonds of the rights and benefits provided in this Resolution.

## ARTICLE VI

### THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The Board hereby appoints The Bank of New York Mellon Trust Company, N.A. to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds.

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

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

1  
2 SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and  
3 agreements herein and in the Refunding Bonds contained shall be taken as statements,  
4 covenants and agreements of the District, and the Paying Agent assumes no  
5 responsibility for the correctness of the same, nor makes any representations as to  
6 the validity or sufficiency of this Resolution or of the Refunding Bonds, nor shall  
7 incur any responsibility in respect thereof, other than as set forth in this  
8 Resolution. The Paying Agent shall not be liable in connection with the performance  
9 of its duties hereunder, except for its own negligence or willful default.

10  
11 In the absence of bad faith, the Paying Agent may conclusively rely, as to the  
12 truth of the statements and the correctness of the opinions expressed therein, upon  
13 certificates or opinions furnished to the Paying Agent and conforming to the  
14 requirements of this Resolution.

15  
16 The Paying Agent shall not be liable for any error of judgment made in good  
17 faith by a responsible officer in the absence of the negligence of the Paying Agent.

18  
19 No provision of this Resolution shall require the Paying Agent to expend or  
20 risk its own funds or otherwise incur any financial liability in the performance of  
21 any of its duties hereunder, or in the exercise of any of its rights or powers, if  
22 it shall have reasonable grounds for believing that repayment of such funds or  
23 adequate indemnity against such risk or liability is not reasonably assured to it.

24  
25 The Paying Agent may execute any of the powers hereunder or perform any duties  
26 hereunder either directly or by or through agents or attorneys and the Paying Agent  
27 shall not be responsible for any misconduct or negligence on the part of any agent  
28 or attorney appointed with due care by it hereunder.

29  
30 SECTION 6.04. *Notice to Agents.* The Paying Agent may rely and shall be  
31 protected in acting or refraining from acting upon any notice, resolution, request,  
32 consent, order, certificate, report, warrant, bond or other paper or document  
33 believed by it to be genuine and to have been signed or presented by the proper  
34 party or proper parties. The Paying Agent may consult with counsel, who may be of  
35 counsel to the District, with regard to legal questions, and the opinion of such  
36 counsel shall be full and complete authorization and protection in respect of any  
37 action taken or suffered by it hereunder in good faith and in accordance therewith.

38  
39 Whenever in the administration of its duties under this Resolution the Paying  
40 Agent shall deem it necessary or desirable that a matter be proved or established  
41 prior to taking or suffering any action hereunder, such matter (unless other  
42 evidence in respect thereof be herein specifically prescribed) may, in the absence  
43 of bad faith on the part of the Paying Agent, be deemed to be conclusively proved

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

## ARTICLE VII

### REMEDIES OF REFUNDING BOND OWNERS

SECTION 7.01. *Remedies of Refunding Bond Owners.* Any Owner shall have the right, for the equal benefit and protection of all Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Refunding Bonds shall be exclusive of any other remedy and that each and

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every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Owners.

## ARTICLE VIII

### AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments 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 Refunding 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 confirm, as further assurance, any pledge under, and to subject 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;

(c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, which in any event shall not materially adversely affect the interests of the Owners, in the opinion of Bond Counsel filed with the District;

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

(e) In any respect whatsoever, provided that such Supplemental Resolution is adopted prior to the Closing Date and provided further that the matters contained in such Supplemental Resolution are properly reflected in the Official Statement relating to the Refunding Bonds.

SECTION 8.02. *Amendments 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 Refunding Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of a

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majority in aggregate principal amount of the Refunding 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 Refunding 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 Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Refunding Bonds without the consent of all the Owners of such Refunding Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.01. *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 County, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, 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 County, the Paying Agent and the Owners of the Refunding Bonds.

### SECTION 9.02. *Defeasance.*

(a) Discharge of Resolution. Refunding 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 such Refunding Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or



(iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District shall pay all Outstanding Refunding Bonds 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 Refunding 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 9.02(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 Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Refunding 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 Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

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

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust

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by the Paying Agent money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying 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 Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying 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 Refunding 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 Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent shall have been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two (2) years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two (2) years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying 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 Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so

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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 9.03. *Execution of Documents and Proof of Ownership by Refunding Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond 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 Refunding Bond 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 Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District, the Paying Agent or the District Treasurer in good faith and in accordance therewith.

SECTION 9.04. *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 Refunding 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 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise

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and performance of its powers and duties hereunder which are not due to its active negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Refunding Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled 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 canceled Refunding 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 Refunding Bonds therein referred to.

SECTION 9.07. *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 Refunding 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 chief business official of the District in trust for the benefit of the Refunding Bond Owners.

SECTION 9.08. *Approval of Official Actions to Close Transaction.* The Superintendent, the Associate Superintendent, Business Services, the Clerk of the Board and any and all other officers of the District are each alone authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

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SECTION 9.09. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

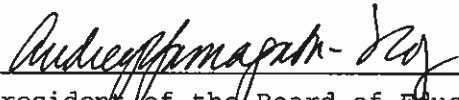
\* \* \* \* \*

PASSED AND ADOPTED this 9th day of November, 2010, by the following vote:

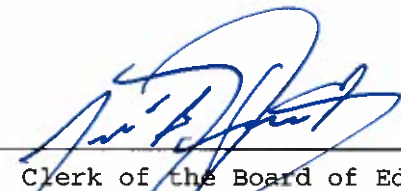
AYES: Audrey Yamagata-Noji, Ph.D., Rob Richardson, Jose Alfredo Hernandez, J.D., John Palacio, and Roman A. Reyna

NOES: None

ABSENT: None

  
\_\_\_\_\_  
President of the Board of Education  
Santa Ana Unified School District

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board of Education  
Santa Ana Unified School District

**EXHIBIT A****FORM OF BOND**

REGISTERED BOND NO. \_\_\_\_\_

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

**SANTA ANA UNIFIED SCHOOL DISTRICT  
(Orange County, California)****2010 GENERAL OBLIGATION REFUNDING BOND**

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP
_____ % per annum			

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Santa Ana Unified School District (the "District"), in the County of Orange (the "County") for value received, hereby 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, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year (the "Interest Payment Dates"), commencing February 1, 2011. This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2011, in which event it shall bear interest from Dated Date stated above. Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A.

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Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); provided, however, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of Bonds issued in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") for the purpose of raising money to refund certain outstanding general obligation bonds of the District, and to pay all necessary legal, financial and other costs in connection therewith. The Bonds have been authorized to be issued by the District under and pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and a Resolution of the Board adopted on November 9, 2010. The Bonds are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The principal of and interest and redemption premium, if any, on the Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. The Bonds may be exchanged and transferred for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or

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governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner hereof 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 Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on any day on or after August 1, 20\_\_, at a redemption price equal to the principal amount thereof together with accrued interest thereon to the date fixed for redemption, without premium.

[If applicable:] The Bonds maturing on \_\_\_\_\_ 1, 20\_\_ (the "Term Bonds") are also subject to mandatory sinking fund redemption on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed pursuant to the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund  
Redemption Date

Principal  
Redeemed



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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 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, the redemption premium, if any, 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 original purchaser is a syndicate, to the managing member of such syndicate, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 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.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

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

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security

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1 for the Bonds of this series, the rights, duties and obligations of the District,  
2 the Paying Agent and the Registered Owners, and the terms and conditions upon which  
3 the Bonds are issued and secured. The owner of this Bond assents, by acceptance  
4 hereof, to all of the provisions of the Bond Resolution.

5  
6 It is certified, recited and declared that all acts and conditions required by  
7 the Constitution and laws of the State of California to exist, to be performed or to  
8 have been met precedent to and in the issuing of the Bonds in order to make them  
9 legal, valid and binding general obligations of the District, have been performed  
10 and have been met in regular and due form as required by law; that payment in full  
11 for the Bonds has been received; that no statutory or constitutional limitation on  
12 indebtedness or taxation has been exceeded in issuing the Bonds; and that due  
13 provision has been made for levying and collecting *ad valorem* property taxes on all  
14 of the taxable property within the District in an amount sufficient to pay principal  
15 and interest when due, and for levying and collecting such taxes the full faith and  
16 credit of the District are hereby pledged.

17  
18 This Bond shall be not be valid or obligatory for any purpose and shall not be  
19 entitled to any security or benefit under the Bond Resolution until the Certificate  
20 of Authentication below has been manually signed by the Paying Agent.

21  
22 IN WITNESS WHEREOF, the Santa Ana Unified School District has caused this Bond  
23 to be executed by the facsimile signature of the President of its Board of  
24 Education, and attested by the facsimile signature of the Clerk of its Board of  
25 Education, all as of the date stated above.

26  
27 SANTA ANA UNIFIED SCHOOL DISTRICT

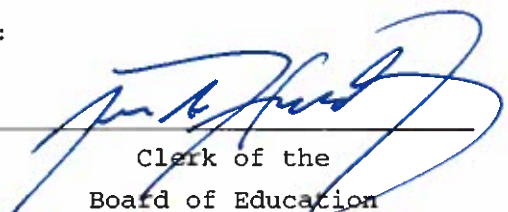
28  
29  
30 By



President

Board of Education

31  
32  
33 Attest:

34  
35   
36 Clerk of the  
37 Board of Education  
38