



Klamath-Trinity Joint Unified School District

P. O. BOX 1308 + HOOPA, HUMBOLDT COUNTY, CALIFORNIA 95546

JON RAY
Superintendent

Telephone (530) 625-5600

FAX (530) 625-5611

Web address: <http://www.ktjUSD.k12.ca.us>

June 5, 2019

Humboldt County
John Bartholomew, Treasurer-Tax Collector
825 5th Street, Room 125
Eureka, CA 95501

Mr. Bartholomew,

The Klamath-Trinity Joint Unified School District ("District") is preparing to issue its remaining general obligation bond authority pursuant to the authorizations given by voters at both the 2008 and 2016 elections. The planned issuance of the general obligation bonds ("Bonds") will be applied to repay a portion of the outstanding certificates of participation issued by the District in 2016 ("2016 COPs") pursuant to an agreement with the State of California's Office of Public School Construction ("OPSC") to ensure that no finding of a material inaccuracy is entered against the District with respect to its receipt of School Facilities Program ("SFP") funding under the Facilities Hardship and Financial Hardship programs. Because the District currently has a qualified certification of its interim report for the 2018-19 fiscal year due to projections that the General Fund may not meet minimum fund balance reserve levels in future years, the District is required to have the Board of Supervisors of Humboldt County ("County") issue the Bonds on its behalf. At this time, we would like to interface with the County to ensure that we understand its requirements to issue the Bonds on behalf of the District, and assure that you are aware of (and comfortable with) the indemnifications for the County's participation in the proposed Bond issuance.

Background

In 2008, the District engaged in modernization projects which resulted in the discovery of a wide-spread mold issue requiring remediation to ensure facilities remained safe and usable at several District campuses. As a result of the remediation requirements, the District's costs related to the modernization projects substantially increased. To secure needed funding, the District participated in the State SFP Facilities Hardship and Financial Hardship programs, which provide a higher level of funding for schools meeting program requirements. Under the Financial Hardship Program, school districts may be reimbursed up to 100% of the State's estimated costs for projects. Unfortunately, however, State cost estimates, and resulting contributions, do not typically align with actual construction costs, especially for rural communities where materials and trades are not in close proximity of school campuses. Furthermore, under current conditions, the SFP provides funding as a reimbursement and, in 2016, SFP

grant authority lapsed due to the complete expenditure of voter-approved State School Facilities Bond funding under Prop. 1D.

Given that lack of available State SFP funding, in 2016, the State allowed school districts to issue certificates of participation (“COPs”) to advance awarded SFP funding while efforts to approve a new State School Facilities Bond were undertaken. Typically, the State required school districts that issued any such COPs which advanced awarded SFP funding to fully repay them as soon as SFP funding was received. Accordingly, early in 2016, the District issued \$11.285 million of its general fund-backed 2016 COPs to advance future SFP funding. As the District moved through the planned four phases of its remediation and modernization projects (“Projects”) and SFP funds were received, it was informed by OPSC that instead of repaying the outstanding 2016 COPs, it was able to leave that debt outstanding in order to advance anticipated funding for future phases of its Projects.

In 2017, however, after additional SFP funds were allocated and received by the District, the State informed the District that it must instead fully repay the outstanding 2016 COPs immediately as a condition of receipt of future SFP funding, contrary to the District’s understanding of prior communications. Given the District’s prior understanding, the District had already utilized a portion of proceeds from the 2016 COPs and its General Fund resources to complete the Projects and, as such, did not have resources to immediately repay the outstanding 2016 COPs. As a result, OPSC commenced the process of recommending a material inaccuracy finding (“Finding”) against the District. The result of such a finding would have included the refund of SFP Facilities Hardship Funding in an amount equivalent to the 2016 COPs. Additionally, the Finding would greatly limit the District’s ability to access future SFP funding while still leaving the District responsible for the full repayment of the outstanding 2016 COPs.

The District, in conjunction with new legal counsel, a new financial advisor and assistance from Capitol Advisors Group, conducted several in-person meetings with OPSC and elected officials in Sacramento to discuss the impact of such a Finding. After lengthy negotiations, the District was informed that the Finding would be ‘tabled’ to allow the District time to pursue a pathway to repay the outstanding 2016 COPs in alignment with a finance plan presented to the State.

The finance plan contemplated several actions which would assist the District in completion of current remediation projects and pay off a portion of the 2016 COPs using all of the resources available to the District, including the issuance of its remaining general obligation bond authority. While there are several steps beyond the planned Bond issuance by the District that will be executed in coming months, at this time the District is seeking to issue all of its remaining general obligation bond authority to repay approximately \$4.2 million of the outstanding 2016 COPs.

Bond Issuance

While the District has a pathway to the issuance of its Bonds, there are several additional steps which must be undertaken as a result of the District’s small tax base size and current interim certification. First, prior to the formal approval of any Bond issuance, the District must seek a waiver from the State Board of Education regarding the bonding capacity limit as defined in Education Code Section 15270. The District is anticipating that the waiver will be approved at the July 10-11, 2019 State Board of Education meeting, as most of these waivers are approved without issue. This waiver is required due to the fact that the District is comprised of significant portions of land which are exempt from taxation and, as a

result, the gross bonding capacity of the District is small in comparison to the number of students served.

Additionally, the District currently has a qualified certification for its latest interim report for the 2018-19 fiscal year. This certification is a result of the District being required to expend its resources to complete Projects for which SFP funding was not sufficient. This is a common problem for districts in remote locations where the cost of construction runs higher than other locations due to the lack of local vendors and the need to 'truck in' materials from a greater distance. Due to the interim certification, the District must have the County Board of Supervisors issue the Bonds on its behalf.

Furthermore, the District will need to issue a portion of the Bonds, specifically from the Election of 2008 authorization, as capital appreciation bonds ("CABs") due to tax rate limitations. As such, certain provisions of Assem. Bill 182, 2013-14 Reg. Sess. (Stats. 2013, c. 477) ("AB 182") require that the resolution authorizing the issuance of the Bonds which includes CABs be publically noticed at two consecutive board meetings. Accordingly, the Board of Trustees of the District will conduct a first informational reading of its resolution including a presentation of information about the cost of the proposed CAB issuance. Thereafter, at its next meeting, the Board of Trustees of the District will authorize two resolutions requesting County issuance of the Bonds, one for each voter-approved authorization. The County Board of Supervisors would then take action on each of the two resolutions authorizing issuance of the Bonds on behalf of the District.

Plan of Issuance

The District is planning to approve two resolutions requesting the issuance of its remaining general obligation bond authority; one for the authorization to issue its remaining authority pursuant to the 2008 election ("2008 Authority"), and another for the authorization to issue its remaining authority pursuant to the 2016 election ("2016 Authority"). Each resolution will be specific to its voter-approved authorization. During a special Board meeting anticipated for the week of June 17th, the District plans to present information to its Board of Trustees and conduct a first reading of the resolution requesting issuance of the remaining 2008 Authority in compliance with the requirements of AB 182. Thereafter, at its regularly scheduled Board meeting on June 25, 2019, the District's Board of Trustees will consider approving both resolutions requesting issuance of the remaining 2008 Authority and 2016 Authority.

In order to comply with the requirements of Education Code section 15140, the County Board of Supervisors will be asked to approve two resolutions, which we will provide to the County, authorizing the issuance of the Bonds at its July 23, 2019 meeting, subsequent to approval of the District's request for a bonding capacity limit waiver by the State Board of Education.

The District plans to conduct credit review activities to establish a rating for the Bonds concurrent with the approval process. Therefore, the District anticipates issuing the Bonds in August of 2019. All proceeds of the Bonds will be immediately applied to repayment of a portion of the outstanding 2016 COPs and issuance-related costs.

Documentation

Bond Counsel to the District has prepared the following draft resolutions for approval to authorize the issuance of the Bonds:

- 1) District resolution requesting issuance of Bonds for the remaining 2008 Authority
- 2) District resolution requesting issuance of Bonds for the remaining 2016 Authority
- 3) County Resolution authorizing the issuance of Bonds for the remaining 2008 Authority
- 4) County Resolution authorizing the issuance of Bonds for the remaining 2016 Authority

A draft copy of each of the above listed resolutions are attached hereto. Additional 'as to form' legal documents, including the Preliminary Official Statement, Bond Purchase Agreements and Paying Agent Agreements, will be circulated once the timeline has been confirmed.

Next Steps

We would like to hold a discussion with County staff to review the planned issuance of the Bonds by the District and also confirm the requirements of the County with respect to approval of the resolution to allow for the County to issue the Bonds on behalf of the District. Additionally, the District's bond team, including its new bond counsel and new financial advisor, are happy to meet with County staff to review the resolution and requirements of the County to ensure a smooth process. We will reach out to you to coordinate a specific time for any required teleconference or meeting with the County.

Thank you,

A handwritten signature in black ink, appearing to read "Jon Ray". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Jon Ray
Superintendent

BEFORE THE BOARD OF TRUSTEES OF THE
KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT
HUMBOLDT AND TRINITY COUNTIES, CALIFORNIA

RESOLUTION NO. _____

RESOLUTION PRESCRIBING THE TERMS OF SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES C, OF THE KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT, APPROVING THE FORMS AND AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT, ESCROW AGREEMENT AND OFFICIAL STATEMENT, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT TO ISSUE AND SELL SAID BONDS IN THE AGGREGATE INITIAL PRINCIPAL AMOUNT OF NOT TO EXCEED \$930,805.05

WHEREAS, an election was duly called and regularly held in the Klamath-Trinity Joint Unified School District (the “District”), Humboldt and Trinity Counties (the “Counties”), State of California, on November 4, 2008 (the “2008 Election”), and thereafter canvassed pursuant to law; and

WHEREAS, at such 2008 Election there was submitted to and approved by the vote of at least 55 percent (55%) of the voters of the District casting a vote on the question in the form of Measure “H” for voters of the District residing in Humboldt County, and Measure “S” for voters of the District residing in Trinity County, as to the issuance and sale of General Obligation Bonds of the District for various purposes in the maximum principal amount of \$5,950,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “2008 Authorization”), to wit:

“By approval of this proposition by at least 55% of the registered voters voting thereon, the Klamath-Trinity Joint Unified School District shall be authorized to issue and sell bonds of up to \$5,950,000 in aggregate principal amount to provide financing for the specific school facilities projects listed below in the Bond Project List, subject to all of the accountability safeguards specified herein.”

WHEREAS, the Board of Trustees of the District (the “Board”) is authorized to provide for the issuance and sale of any series of bonds on behalf of the District pursuant to the provisions of Part 10 of Division 1 of Title 1 of the California Education Code (Ed. Code, §§ 15100 *et seq.*), and the provisions of Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law (collectively, “Bond Law”); and

WHEREAS, on June 26, 2009, the District caused a first series of bonds under the 2008 Authorization to be issued, and sold its 2009 General Obligation Bonds (Election of 2008, Series A), in the aggregate principal amount of \$2,000,000; and

WHEREAS, on July 9, 2015, the District caused a second series of bonds under the 2008 Authorization to be issued, and sold its 2015 General Obligation Bonds (Election of 2008, Series B), in the aggregate principal amount of \$3,019,194.95; and

WHEREAS, on February 4, 2016, the District caused the execution and delivery of Certificates of Participation in the aggregate principal amount of \$11,285,000 (the “2016 Certificates”) to finance the acquisition, construction, renovation and installation of certain capital improvements of the District and to pay costs of delivery of the 2016 Certificates; and

WHEREAS, on September 27, 2017, the District refunded a portion of its 2009 General Obligation Bonds (Election of 2008, Series A) through the issuance of its 2017 General Obligation Refunding Bonds; and

WHEREAS, the District’s outstanding bonds from all ballot measures currently total approximately \$7,986,046.95, compared to a 2018-19 gross bonding capacity of \$9,919,070.10, resulting in a current net available bonding capacity of \$1,933,023.15; and

WHEREAS, the District has remaining bonding authorization of \$930,805.05 under the 2008 Authorization; and

WHEREAS, the statutory bonding limit will cause an indefinite delay until assessed valuation can grow or outstanding bonds can be paid down in a sufficient amount; and

WHEREAS, delaying issuance of the remaining bonds will foreseeably drive the Measures “H” & “S” program off schedule, and likely will result in significantly increased facilities improvement costs; and

WHEREAS, the Board has previously determined it is in the best interest of the District to seek a waiver of the statutory bonding limit from the State Board of Education (the “SBE”), and has directed its staff and professionals to submit an application with the SBE to be considered in July, 2019, in order for the District to complete critical projects authorized by the Measures “H” & “S” in a timely and cost effective manner; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the sale of a third and final series of bonds at a negotiated sale under the 2008 Authorization (the “Bonds”) to prepay a portion of the 2016 Certificates, and therefore deems it necessary and appropriate that the Board of Supervisors of Humboldt County shall authorize and consummate the sale of said Bonds on behalf of the District, in the aggregate initial principal amount of not to exceed \$930,805.05; and

WHEREAS, the Board has selected [_____], as its Underwriter (the “Underwriter”), and has engaged Eastshore Consulting, LLC, as its Municipal Advisor (the “Municipal Advisor”), Humboldt County Treasurer-Tax Collector as Paying Agent, Bond Registrar, and costs administrator (the “Paying Agent”), and Lozano Smith, LLP, as its Bond Counsel, Disclosure Counsel and District Counsel, in connection with the issuance of the Bonds; and

WHEREAS, the Board has determined that it may be in the best interest of the District to obtain an insurance policy to secure the timely payment of the principal (or accreted value, as applicable) of and interest on the Bonds; and

WHEREAS, a form of the Bond Purchase Agreement to sell the Bonds has been prepared and is on file with the Secretary to the Board; and

WHEREAS, the form of Escrow Agreement related to the 2016 Certificates has been prepared and is on file with the Secretary of the Board; and

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

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate, a form of which has been prepared and is on file with the Secretary of the Board, as an Appendix to the form of Preliminary Official Statement (discussed below); and

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

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

WHEREAS, the Board has obtained from the Municipal Advisor good faith estimates of (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the aggregate sum total of all debt service payments made on the Bonds, calculated to the final maturity of the Bonds, plus the fees and charges paid to third

parties not paid with the proceeds of the Bonds, and such estimates are disclosed and set forth in *Exhibit A* attached hereto; and

WHEREAS, Senate Bill 1029 (“SB 1029”) was signed by the California Governor on September 12, 2016, and places additional responsibilities on any issuer of public debt, including adopting debt management policies that meet certain criteria; and

WHEREAS, the District is in compliance with SB 1029 pre-issuance requirements, the Bonds are in compliance with the District’s adopted Debt Management Policy, and the District will comply with all post-issuance requirements of SB 1029; and

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

WHEREAS, the District desires that the Counties levy and collect a tax on all taxable property within the District, in their respective counties, sufficient to provide for the District’s payment of the Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of each of the Counties (each a “Board of Supervisors”), the Auditor-Controllers of each of the Counties, the Treasurer-Tax Collectors of each of the Counties, and other officials of the Counties that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and the District’s payment of the Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

WHEREAS, Assembly Bill 182 (“AB 182”) was signed by the California Governor on October 2, 2013, and requires the governing board of a school district, before the sale of bonds that allow for the compounding of interest (“Capital Appreciation Bonds”), to comply with certain public disclosure requirements, including that the governing board of the school district be presented with specified information concerning the bonds, and that the resolution authorizing and approving the bonds be publicly noticed on at least two consecutive meeting agendas, first as an informational item, and second as an action item; and

WHEREAS, because the Board desires that the Bonds authorized herein include the sale of Capital Appreciation Bonds, the Board has been presented with the required information concerning the Bonds, and this Resolution was publicly noticed as an information item at the June 11, 2019 meeting of the Board, which meeting preceded the meeting at which this Resolution is to be adopted, all in compliance with AB 182; and

WHEREAS, the Board desires to make certain determinations and to authorize the issuance and sale of the Bonds at a negotiated sale pursuant to the terms of this Resolution; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and

have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Klamath-Trinity Joint Unified School District, as follows:

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

SECTION 2. Interpretation; Definitions. Unless the context otherwise indicates, words expressed in this Resolution in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate. Headings of sections herein are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof. All references herein to “Sections” and other subdivisions are to the corresponding Sections or subdivisions of this Resolution, unless otherwise noted; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular section or subdivision hereof.

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

“2016 Certificates” means the District’s 2016 Certificates of Participation, executed and delivered on February 4, 2016 in the aggregate principal amount of \$11,285,000.

“Auditor-Controller” means the office of the Auditor-Controller of either of the Counties, as specified, and may be pluralized when referring to the Auditor-Controllers of the Counties, together.

“Authorized Officers” means, collectively, (i) the President of the Board, or such other member of the Board as the President may designate, (ii) the District’s Superintendent, or such other officer or employee of the District as the Superintendent may designate, and (iii) the District’s Assistant Superintendent, Business/Personnel. Each of the Authorized Officers is an “Authorized Officer.”

“Board” means the Board of Trustees the District.

“Board of Supervisors” means the Board of Supervisors of either of the Counties, as specified, and may be pluralized when referring to the Boards of Supervisors of the Counties, together.

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

“Bond Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal (or accreted value, as applicable) and interest on the Bonds.

“Bond Law” the provisions of Part 10 of Division 1 of Title 1 of the California Education Code (Ed. Code, §§ 15100 *et seq.*), and the provisions of provisions of Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the sale of the Bonds by and among Humboldt County on behalf of the District, the District, and the Underwriter in accordance with the provisions hereof.

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

“Bond Registrar” means the registration agent and authentication agent for the Bonds.

“Bonds” means the Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2008, Series C, to be issued as Current Interest Bonds and/or Capital Appreciation Bonds as and unless otherwise provided in the Bond Purchase Agreement.

“Business Day” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State of California, or in any state in which any office of the Paying Agent is located.

“Capital Appreciation Bonds” means the Bonds accreting interest semiannually to the maturity date thereof payable in accordance with Section 6(d) hereof.

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

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

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

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed and delivered by the District relating to the Bonds.

“Counties” means, taken together, the County of Humboldt and the County of Trinity, each a political subdivision of the State of California.

“County Resolution” means that certain resolution of the Board of Supervisors of Humboldt County providing for the issuance and sale of the Bonds.

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

“Current Interest Term Bonds” means those Current Interest Bonds, if any, for which mandatory sinking fund redemption dates have been established in the Bond Purchase Agreement.

“District” means the Klamath-Trinity Joint Unified School District, a unified school district and a political subdivision of the State of California.

“DTC” means the Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Bonds, and its successors and assigns.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement relating to the 2016 Certificates, by and between the District and the Escrow Agent.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security-State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own

more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

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

“Humboldt County” means the County of Humboldt, a political subdivision of the State of California.

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

“Informational Services” means the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information with respect to called bonds as the District designates in written notice filed with the Paying Agent.

“Interest and Sinking Fund” shall have the meaning set forth in Section 6 hereof.

“Interest Payment Date” means February 1 and August 1 of each year until the final maturity date of the Bonds, commencing on August 1, 2019, with respect to the Current Interest Bonds and, for purposes of compounding interest on the Capital Appreciation Bonds commencing on August 1, 2019, or such other dates as may be set forth in the Bond Purchase Agreement.

“Official Statement” shall have the meaning set forth in Section 13 hereof.

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

“Owner” means the current registered holder of a Bond or Bonds to whom payments of principal (or accreted value, as applicable) and interest are made.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Securities Depository holds book-entry certificates as securities depository.

“Paying Agent” means Humboldt County Treasurer-Tax Collector, or any bank, trust company, national banking association or other financial institution appointed as paying agent for the Bonds pursuant to Section 10 of this Resolution.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Bonds.

“Principal” or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

“Project” shall have the meaning set forth in Section 4 hereof.

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

“Registration Books” means the Registration Books of the Paying Agent (or shall have the meaning set forth in Section 8 hereof).

“Securities Depositories” means (i), initially, DTC, and (ii), in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories as the District may designate in a Certificate of the District delivered to the Paying Agent.

“State” means the State of California.

“Tax Certificate” means the tax certificate of the District, executed and delivered by the District to Bond Counsel on the Closing Date in connection with the Bonds.

“Treasurer” means the office of the Treasurer-Tax Collector, or any authorized deputy thereof, of either of the Counties, as specified, and may be pluralized when referring to the Treasurers of the Counties, together.

“Trinity County” means the County of Trinity, a political subdivision of the State of California.

“Underwriter” means the original purchaser of the Bonds.

SECTION 3. Request for Sale of Bonds. The Board of Supervisors of Humboldt County is hereby requested to sell, by negotiated sale to the Underwriter, not to exceed \$930,805.05 aggregate initial principal amount of general obligation bonds of the Klamath-Trinity Joint Unified School District, and to designate said Bonds to be sold as the “Klamath-Trinity Joint Unified School District (Humboldt and Trinity Counties, California) General Obligation Bonds, Election of 2008, Series C.”

The Board of Supervisors of Humboldt County is hereby requested to provide by resolution (the “County Resolution”) for the terms of the sale and issuance of the Bonds in accordance with the particular terms and manner set forth herein and, with respect to such

necessary or desirable terms as are not specified herein, as the Board of Supervisors of Humboldt County shall otherwise determine, such determinations to be authorized by the County Resolution or in a Bond Purchase Agreement, the form of which shall be presented to the Board of Supervisors of Humboldt County concurrently with, and approved under, the County Resolution.

SECTION 4. Purpose, Authorization and Designation of the Bonds.

(a) Pursuant to the Bond Law, Bonds of the District shall be issued by and in the name of the District in the aggregate principal amount of not to exceed Nine Hundred Thirty Thousand Eight Hundred Five Dollars and Five Cents (\$930,805.05) for the purposes of refinancing school facilities as specified in the ballot proposition Measures “H” and “S” authorizing the Bonds (the “Project”); to fund capitalized interest on the Bonds; and to pay the costs of issuing the Bonds.

(b) The District hereby incorporates by reference into this Resolution, *Exhibit E* attached hereto, the Municipal Advisor’s presentation of financing terms, maturities, repayment ratio analysis, total overall costs of Capital Appreciation Bonds, and comparison of such bonds to costs of Current Interest Bonds, the reasons, if any, that Capital Appreciation Bonds are being recommended to the District, and such other disclosure required to be presented to the Board at this meeting, all in accordance with Sections 15146, subdivisions (b) and (c), of the California Education Code.

(c) In accordance with the Bond Law and subdivision (b)(1)(E) of Section 15146 of the California Education Code, the District hereby estimates, based upon an analysis of the District’s needs by the Municipal Advisor, the projected change in assessed value of the taxable property within the District over the term of the Bonds is expected to average four and one-half percent (4.5%) with respect to secured valuations and zero percent (0.0%) with respect to unsecured valuations, such projections as more fully set forth in *Exhibit E* attached hereto.

SECTION 5. Form of Bonds; Execution.

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

(b) *Execution of Bonds.* The Bonds shall be signed by the manual or facsimile signatures of the Chairperson of the Board of Supervisors of Humboldt County and the Treasurer of Humboldt County, and countersigned by the Clerk of the Board of Supervisors of Humboldt County, all of whom are in office on the date of adoption of this Resolution or at any time thereafter. The facsimile signatures of the Chairperson of the Board of Supervisors of Humboldt County, the Treasurer of Humboldt County, and the Clerk of the Board of Supervisors of Humboldt County, may be printed, lithographed, engraved, or otherwise mechanically

reproduced. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the owner. Any Bond may be signed and attested on behalf of the District by such persons who, as of the actual date of the execution of such Bond, shall be the proper officers of Humboldt County although at the nominal date of such Bond any such person shall not have been such officer of Humboldt County.

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

SECTION 6. Term of Bonds. The Bonds shall be issued in one series designated “Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2008, Series C” (or, if more than one series is issued, with such additional series designation). The Bonds shall be issued as Current Interest Bonds and/or Capital Appreciation Bonds, including term bonds, unless otherwise provided in the Bond Purchase Agreement.

Only the Bonds that bear a certificate of authentication and registration in the form recited herein, manually signed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

The principal of the Current Interest Bonds, the accreted value of the Capital Appreciation Bonds, and premium on the Bonds (if any), shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

The Bonds shall be issued as fully registered bonds without coupons. The Bonds shall be dated their date of delivery.

The Bonds shall be sold as provided in Section 12 hereof; notwithstanding anything herein to the contrary, the terms of the Bonds as set forth in this Resolution may be amended prior to delivery in accordance with the provisions of the Bond Purchase Agreement, as approved and executed by an Authorized Officer on behalf of the District.

(a) *Denominations.* The Current Interest Bonds shall be issued in denominations of \$5,000 or integral multiples thereof (“Authorized Denominations”). The Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at maturity (“maturity value”) or any integral multiple thereof, except that the first numbered Capital Appreciation Bond may

be issued in a denomination such that the maturity value of such Capital Appreciation Bond shall not be an integral multiple of \$5,000.

(b) *Maturity.*

(i) The Current Interest Bonds are expected to mature on the date or dates, in each of the years, in the principal amounts and in the aggregate initial principal amount as finally set forth in the Bond Purchase Agreement. No Current Interest Bond shall mature later than the date which is twenty-five (25) years from the delivery date of the Current Interest Bonds, to be determined as provided in this Section. No Current Interest Bond shall have principal maturing on more than one principal maturity date.

(ii) The Capital Appreciation Bonds are proposed to mature on the date or dates, in each of the years, and in such maturity values as finally set forth in the Bond Purchase Agreement. No Capital Appreciation Bond shall mature later than the date which is twenty-five (25) years from the delivery date of the Capital Appreciation Bonds, to be determined as provided in this Section. No Capital Appreciation Bond shall have principal maturing on more than one principal maturity date.

(iii) The Current Interest Bonds and the Capital Appreciation Bonds, if any, may mature in the same year or years as any other Current Interest Bonds or Capital Appreciation Bonds, without limitation.

(c) *Interest; Current Interest Bonds.* Interest on the Current Interest Bonds (including the final interest payment upon maturity or redemption) is payable by check or draft of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Bond Register 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 initial principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to such account as shall be specified in such written request. The Current Interest Bonds shall bear interest at the rate or rates not to exceed a maximum true interest cost as permitted by law, payable on February 1 and August 1 of each year commencing August 1, 2019, through August 1 of their final maturity (each an "Interest Payment Date") unless provisions to the contrary are provided in the Bond Purchase Agreement. The actual interest rate or rates and the actual maturity schedule shall be fixed at the time of sale and shown in the Bond Purchase Agreement and final Official Statement. The interest on the Current Interest Bonds payable on the Interest Payment Dates in each year shall be computed on the basis of a 360-day year of twelve 30-day months. Each Current Interest Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Current Interest Bond, interest is in default on any outstanding Current Interest Bonds, such Current Interest Bond shall bear interest from

the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Current Interest Bonds.

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

(e) Pursuant to the Bond Law, and Section 15144.1 of the California Education Code, the ratio of total debt service to initial principal for each Series shall not exceed four to one.

SECTION 7. Delivery of Bonds, Disposition of Proceeds of the Bonds, Security for the Bonds.

(a) The proper officials of the District and Humboldt County shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered to the Underwriter upon payment of the purchase price in immediately available funds.

(b) Proceeds from the sale of the Bonds, in the amount specified in the Bond Purchase Agreement, shall be delivered to the Escrow Agent for deposit to the related escrow fund held under the Escrow Agreement.

(c) A portion of the proceeds from the sale of the Bonds, representing the interest due with respect to the Current Interest Bonds and as shown in the Bond Purchase Agreement and Official Statement, the accrued interest, if any, and any premium received by the District from the sale of the Bonds (if any, after all or a portion of Underwriter's discount or costs of issuance are paid from such premium as set forth in the Bond Purchase Agreement) shall be kept separate and apart in the fund established and designated as the "Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2008, Series C, Interest and Sinking Fund" (the "Interest and Sinking Fund") for the Bonds, to be held by the Auditor-Controller of Humboldt County and used only for payments of principal (or accreted value, as applicable) and interest on the Bonds. Interest earned on investments of monies held in the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used to pay principal (or accreted value, as applicable) and interest when due. The Treasurers are each hereby directed to deposit or cause to be deposited in the Interest and Sinking Fund the proceeds from the levy of *ad valorem* taxes which the Counties receive in accordance with subsection (f) of this Section.

(d) Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which Bonds are being issued shall, at the direction of the District, be transferred to the Interest and Sinking Fund and applied to the payment of principal (or accreted value, as applicable) and interest on any outstanding general obligation bonds of the District. If, after payment in full of the general obligation bonds of the District, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

(e) Proceeds of the Bonds held by the Treasurers shall be invested at the Treasurers' discretion pursuant to law and the investment policies of each respective County, as such policies exist at the time of investment.

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

(f) There shall be levied by each of the Counties, within their own jurisdiction, on all the taxable property located in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in a proportionate amount pursuant to California Education Code Section 15260 sufficient, when taken together, for the District to pay the principal (or accreted value, as applicable) of and interest on the Bonds when due, which monies when collected will be transferred to the Humboldt County Treasurer for deposit, and so deposited by the Humboldt County Treasurer in the Interest and Sinking Fund. Pursuant to Government Code Section 53515, general obligation bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, and such lien automatically arises without the need for any action or authorization by the District or this Board. In addition to any statutory lien, such amount collected by each of the Counties and held by the Humboldt County Treasurer on deposit in the Interest and Sinking Fund are hereby irrevocably pledged to secure the payment of the principal (or accreted value, as applicable) and redemption price of, and interest on, the Bonds in accordance with Government Code Section 5451. The monies in the Interest and Sinking Fund, to the extent necessary for the District to pay the principal (or accreted value, as applicable) of and interest on the Bonds as the same becomes due and payable, shall be transferred by the Humboldt County Treasurer to the Paying Agent for subsequent disbursement to the beneficial owners of the Bonds. Any monies remaining in the Interest and Sinking Fund one (1) year after the Bonds and the interest thereon or maturity value thereof have been paid at maturity, or provision for such payment has been made, shall be transferred to the general fund of the District. Pursuant to California Education Code Section 15232 the Auditor-Controllers of each of the Counties and other appropriate officers of each of the Counties are requested to include within the tax levy of their respective Counties, a proportionate amount sufficient, when taken together, for the District to pay the Paying Agent annually for paying the Bonds elsewhere than at the office of the Humboldt County Treasurer. Pursuant to such provision, the District hereby authorizes the application of amounts in the Interest and Sinking Fund to reimburse the Humboldt County Treasurer for all costs and

expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Bonds under Section 10.

SECTION 8. Redemption Provisions.

(a) *Optional Redemption.* The Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement; provided, however, that in accordance with the Bond Law and Section 15144.2 of the California Education Code, any Bonds issued as Capital Appreciation Bonds that mature more than ten (10) years from its delivery date shall be subject to redemption, at the option of the District, with or without premium, at any time or from time to time, beginning no later than the tenth (10th) anniversary of the its delivery date, as further set forth in the Bond Purchase Agreement. Subject to the foregoing, the Bond Purchase Agreement may provide that the Bonds shall not be subject to optional redemption, and/or may provide separate and distinct redemption provisions for the Current Interest Bonds and the Capital Appreciation Bonds. If less than all of the Bonds (Current Interest Bonds and Capital Appreciation Bonds, as applicable), if any, are subject to such redemption and are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(b) *Mandatory Sinking Fund Redemption.* The Bonds, if any, which are designated in the Bond Purchase Agreement as "Term Bonds" shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity optionally redeemed in accordance with the provisions hereof prior to the mandatory sinking fund payment date.

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

(c) *Notice of Redemption.* Notice of any redemption of the Bonds shall be mailed by the Paying Agent, postage prepaid, not less than twenty (20) nor more than sixty (60) days prior to the redemption date, (i) by first class mail to Humboldt County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the Bonds and the dates of maturity or maturities of Bonds to be redeemed; (vi) if less than all of

the Bonds of any maturity are to be redeemed, the distinctive numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Bonds will not accrue, or value on such Bonds will not accrete, after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Neither the failure of the Owners of any Bonds or by any securities depository or information service to receive notice of redemption, nor any defect in such notice will affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of interest or accretion on the date fixed for redemption.

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

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

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

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

notice of redemption was originally given, except as to timing requirements. The actual receipt by the Owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

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

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of Authorized Denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

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

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

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

(ii) as to any Bond not canceled, surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal (or accreted value, as applicable) of and the applicable premium, if any, on any Bond, plus interest on such principal to the due date thereof (whether such due date be by reason of maturity or by acceleration or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) has been provided for by irrevocably depositing with the Paying Agent, in trust, and irrevocably appropriated and set aside exclusively for such payment, either (A) monies sufficient to make such payment or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will in the opinion of a certified public accountant delivered to Humboldt County, the Paying Agent, and the District, provide money sufficient to pay the initial principal or redemption price of and all unpaid interest or accreted value to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such initial principal or redemption price and interest or accreted value become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in this Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, or (C) a combination of both such monies and such Federal Securities; and all necessary and proper fees, compensation and expenses of the Paying Agent with respect to such deposit have been paid or the payment thereof has been provided for to the satisfaction of the Paying Agent.

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

(h) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest or accreted value on the Bonds and remaining unclaimed for one (1) year after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.

(a) Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for the Bonds. The Bonds shall be issued in book-entry form only, and shall be initially registered in the name of "Cede & Co.," as nominee of DTC. One bond certificate shall be issued for each maturity of the Bonds; provided, however, that if different CUSIP numbers are assigned to Bonds of the same tenor maturing in a single year or, if Bonds of

the same tenor maturing in a single year are issued with different interest or accretion rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Bonds, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 11 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, however, that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

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

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

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Bond for each maturity shall be executed and delivered (in the case of Current Interest Bonds, in the aggregate principal amount of such Current Interest Bonds then outstanding, in the case of Capital Appreciation Bonds, in the aggregate maturity value of such Capital Appreciation Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 6 hereof and the receipt of such a written request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 11 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days after the receipt of any such written request of the District.

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

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payment to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Bonds.

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

SECTION 10. Paying Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. Transfer and Exchange.

(a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Bond may, in accordance with its terms, be transferred, upon the Bond Register, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bond or Bonds shall be surrendered for transfer, the designated Humboldt County officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 5 hereof, a new Bond or Bonds, of the same maturity, Interest Payment Date and interest rate or accretion rate for a like aggregate principal amount (or like aggregate maturity value, as

applicable). The Paying Agent may require the payment by any Owner of Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

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

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

Whenever any Bond or Bonds shall be surrendered for exchange, the designated Humboldt County officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 5 hereof, a new Bond or Bonds, of the same maturity, Interest Payment Date and interest rate or accretion rate for a like aggregate principal amount (or like aggregate maturity value, as applicable). The Paying Agent may require the payment by any Owner of Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

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

SECTION 12. Approval of Bond Purchase Agreement; Sale of Bonds. The Bonds will be sold by the Board of Supervisors of Humboldt County on behalf of the District at negotiated sale to the Underwriter pursuant to the terms and conditions set forth in a Bond Purchase Agreement to be executed by both Humboldt County on behalf of the District, and the District, substantially in the form on file with the District and Humboldt County and presented at this meeting (the "Bond Purchase Agreement"). The form of the Bond Purchase Agreement is hereby approved by the District. The Board of Supervisors of Humboldt County, on behalf of the District, is hereby requested and authorized to execute the Bond Purchase Agreement, such execution to be completed by such officer of Humboldt County as its Board of Supervisors shall designate. An Authorized Officer of the District is hereby authorized to execute the Bond Purchase Agreement for the District, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the maximum true interest cost on the Bonds and the Underwriter's discount, shall not exceed the legal limit. The Authorized Officer is further authorized, upon the advice of the Municipal Advisor, to determine the principal or issue amount of the Bonds to be specified in the Bond Purchase Agreement for sale by the Board of Supervisors of Humboldt County on behalf of the District, up to an aggregate initial principal or issue amount not-to-exceed the amount set forth in Section 3, to

modify redemption terms and to enter into and execute the Bond Purchase Agreement, if the conditions set forth in this Resolution are met.

The Bonds shall be sold by negotiated sale inasmuch as: (i) such sale will allow the Board of Supervisors of Humboldt County, on behalf of the District, to integrate the sale of the Bonds with other public financings undertaken, or to be undertaken, by the District in order to finance and fund public school facilities; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) such a sale will allow the District to control the timing and structuring of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Bonds to such market.

Eastshore Consulting, LLC, has been selected to act as Municipal Advisor to the District with respect to the Bonds, and the law firm of Lozano Smith, LLP has been selected as the District's Bond and Disclosure Counsel. The estimated costs of issuance associated with the bond sale are expected to be \$18,602.25, excluding underwriter's compensation and bond insurance costs (if any) and including, but not limited to, the Municipal Advisor, Escrow Agent, Verification Agent, and Bond and Disclosure Counsel fees, costs of printing the Official Statement, rating agency fees, and Paying Agent fees. Final complete costs of issuance will be determined and presented to the Board following the issuance of the Bonds.

If it appears in the best interests of the District to acquire municipal bond insurance to secure the payment of principal (or accreted value, as applicable) and interest with respect to the Bonds, or obtain a legal opinion addressed to the rating agency from bond counsel or special revenue opinion counsel which is necessary to obtain a rating that provides for lower costs to the District, then an Authorized Officer may so provide in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained.

Estimates of costs of issuance of the Bonds are set forth on *Exhibit D* attached hereto and incorporated herein.

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

SECTION 13. Preliminary Official Statement; Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement and Official Statement.* The form of Preliminary Official Statement, on file with the Secretary to the Board, with such changes therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official

Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute the final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

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

SECTION 14. Investment of Proceeds. All funds held in the Interest and Sinking Fund of the District shall be invested at the discretion of Humboldt County Treasurer pursuant to law and under the investment policies of Humboldt County, as such policies exist at the time of investment.

SECTION 15. Tax Covenants.

(a) The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest or accreted value payable on the Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate. The provisions of this Section shall survive payment in full or defeasance of the Bonds.

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

(c) Notwithstanding any provision of this Section, if the District shall provide to the Treasurers an opinion of Bond Counsel that any specified action required under this Section is no

longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest or accreted value on the Bonds under Section 103 of the Code, the Treasurers may conclusively rely on such opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 16. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation, negotiating the terms of the insurance policy, if any, referred to herein, and execution and delivery of the Tax Certificate. District officials and staff, including the Authorized Officers, the Municipal Advisor, Underwriter, Bond Counsel and Disclosure Counsel are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance and sale of the Bonds, and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officials, staff and representatives are hereby ratified, confirmed and approved.

SECTION 17. Filing with Counties. Any Authorized Officer, acting alone, is hereby authorized and directed to report to the Auditor-Controllers of the Counties the final terms of sale of the Bonds, and to file with the Auditor-Controllers and with the Treasurers copies of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment on the Bonds, and this Resolution, upon delivery to the Counties, shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District's request to the Auditor-Controllers of the Counties and the Boards of Supervisors of each of the Counties to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Bonds, pursuant to law; and this Resolution shall serve as a request to the other officers of the Counties to levy and collect said taxes for the payment of the Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Bonds the principal (or accreted value, as applicable) of, interest and premium, if any, due on the Bonds in each year, and to create in the Humboldt County treasury, to the credit of the District, the Interest and Sinking Fund.

SECTION 18. Humboldt County Bond Resolution. The Humboldt County resolution providing for the issuance of the Bonds (the "County Resolution"), in substantially the form presented to the Board of Trustees at this meeting, together with any additions to or changes therein deemed necessary or advisable by the Humboldt County Board of Supervisors and the District, as determined by the Authorized Officers, or any of them, is hereby approved. The provisions of the County Resolution relating to the terms of the Bonds are set forth in the County Resolution solely at the request of the District for the convenience of the District in the administration of the Bonds, and not to create any responsibilities for the Humboldt County Board of Supervisors beyond the requirements of applicable law. The District agrees to carry out and perform all of its obligations under the County Resolution and this Resolution of the District.

SECTION 19. Escrow Agreement. The form of Escrow Agreement relating to the 2016 Certificates to be prepaid, on file with the Secretary of the Board, is hereby approved, and Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Escrow Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 20. Limited Duties and Nonliability of Counties. The Counties, including the Boards of Supervisors of each of the Counties, and officers, officials, agents and employees of the Counties, shall undertake only those duties of the Counties under this Resolution and under the County Resolution which are specifically set forth in this Resolution and the County Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Bonds, no implied covenants or obligations shall be read into this Resolution against either of the Counties, including the Boards of Supervisors of each of the Counties, and officers, officials, agents and employees of the Counties. The District shall defend, indemnify and hold harmless the Counties, their respective Boards of Supervisors, and officers, officials, agents and employees of the Counties ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omissions related to the Bonds, except with regard to the responsibilities of the Counties under this Section 18. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

Notwithstanding anything stated to the contrary in this Resolution, in the County Resolution, in the Bonds or in any other document mentioned herein, (a) the Bonds are not a debt of (or a pledge of the full faith and credit of) either of the Counties, including their respective Boards of Supervisors, officers, officials, agents and employees, and the Counties, including their respective Boards of Supervisors, officers, officials, agents and employees, have no obligation to repay the Bonds; (b) the sole responsibilities of the Boards of Supervisors of the Counties hereunder are (i) as to Humboldt County only, to provide for the issuance and sale of the Bonds by adopting the County Resolution and participating in proceedings for sale, award, issuance and delivery of the Bonds in accordance therewith and herewith, and (ii), as to both Counties, to levy a tax for the repayment of the Bonds, as provided in California Education Code Section 15250; (c) neither the Counties, their respective Boards of Supervisors, nor any officer, official, agent or employee of the Counties, shall have any other obligation or liability hereunder, by reason hereof or in connection with the transactions contemplated hereby other than as specified in the Bond Law; (d) the Bonds, including interest or accreted value thereon, shall be payable solely from taxes levied by the Boards of Supervisors of the Counties pursuant to California Education Code Section 15250; and (e) the Counties, including their respective Boards of Supervisors, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties in connection with the above-described responsibilities, including levying the tax to repay the Bonds.

SECTION 21. Request to Counties to Levy Tax. Although the Bonds are not a debt of the Counties, each Board of Supervisors and officers of each of the Counties are obligated by statute to provide for the levy and collection of property taxes in each year on properties within its respective jurisdiction and in the District in an amount proportionate to the properties within its jurisdiction and in the District as compared to all District properties subject to property tax, such that, when all taxes are so levied and collected by the Counties, they are sufficient to pay all principal (or accreted value, as applicable) and interest coming due on the Bonds in such year, and to pay, or provide for the payment, from such taxes all amounts due on the Bonds. The District hereby requests each Board of Supervisors to annually levy a tax upon all taxable property, within its jurisdiction and in the District, sufficient in the aggregate to redeem the Bonds, and to provide for the District's payment of the principal, redemption premium, if any, and interest or accreted value thereon as and when the same become due. Pursuant to California Education Code Section 15232 the Auditor-Controllers and other appropriate officers of each of the Counties are requested to include within the tax levy an amount sufficient to pay the Paying Agent annually for paying the Bonds proportionate to the properties within their jurisdiction and in the District elsewhere than at the office of the Humboldt County Treasurer.

SECTION 22. Furnishing of Resolution. The Clerk or Secretary of the Board is hereby authorized to furnish certified copies of this Resolution to Bond Counsel, to the Treasurers, and to the Clerks of the Boards of Supervisors of each of the Counties, immediately following the adoption hereof by the Board.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SECTION 23. Effective Date. This Resolution shall take effect immediately upon its passage.

* * * * *

The foregoing Resolution was **PASSED AND ADOPTED** by the Board of Trustees of the Klamath-Trinity Joint Unified School District at a meeting held by the Board on June ____, 2019 by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

This is to certify that a true and correct copy of the resolution was adopted and approved at a regular meeting of the Board of Trustees of the Klamath-Trinity Joint Unified School District.

President, Board of Trustees of the
Klamath-Trinity Joint Unified School District

ATTEST:

Clerk, Board of Trustees of the
Klamath-Trinity Joint Unified School District

EXHIBIT A

GOOD FAITH ESTIMATES

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

Estimated Principal Amount. The Municipal Advisor has informed the District that, based on the District’s financing plan and current market conditions, the good faith estimate of the aggregate principal amount of the Bonds is \$930,112.25 (the “Estimated Principal Amount”).

True Interest Cost. The Municipal Advisor has informed the District that the good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds, is 4.0376761%.

Finance Charge. The Municipal Advisor has informed the District that the good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (for costs associated with the Bonds) (the “Finance Charge”), is \$28,967.06.

Amount of Proceeds to be Received. The Municipal Advisor has informed the District that the good faith estimate of the amount of proceeds of the Bonds expected to be received by the District, less the Finance Charge as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$890,064.53.

Total Payment Amount. The Municipal Advisor has informed the District that the good faith estimate of the total payment amount, which means the sum total of all principal and interest or accreted value payments made for the Bonds, plus the Finance Charge as described above, not paid with the proceeds of the financing, calculated to the final maturity of the Bonds, is \$1,884,510.00.

The foregoing estimates constitute good faith estimates only. The actual aggregate principal amount of the Bonds, the true interest cost thereof, the Finance Charge, the amount of proceeds of the Bonds received by the District, and the total debt service with respect thereto, may differ from such good faith estimates due to (a) the actual dated date of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual aggregate principal amount of the Bonds being different from the Estimated Principal Amount, (c) the actual amortization of the debt service on the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time the Bonds are issued being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District’s financing plan, or a combination of such factors. The actual

dated date of the Bonds and the actual aggregate principal amount of the Bonds will be determined by the District based on market conditions and other factors. The actual interest or accretion rates will depend on market interest rates at the time of the sale of the Bonds. The actual amortization and debt service schedule for the Bonds will be based, in part, on market interest rates at the time the Bonds are sold. Market interest rates are affected by economic and other factors beyond the control of the District.

EXHIBIT B

FORM OF CURRENT INTEREST BOND

**REGISTERED
NO. R-__**

**REGISTERED
\$_____**

**KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT
(Humboldt and Trinity Counties, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES C**

INTEREST RATE: _____% **MATURITY DATE:** August 1, 20____ **DATED AS OF:** _____, 2019 **CUSIP:** _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ **DOLLARS**

The COUNTY OF HUMBOLDT (the "County"), on behalf of the KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT, 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 "Interest Payment Dates"), commencing August 1, 2019. This Bond will bear interest from the Interest 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 Interest Payment Date to the Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before July 15, 2019, in which event it shall bear interest from the dated date. 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 Treasurer-Tax Collector of Humboldt County. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal is payable upon presentation and surrender of this Bond at the designated office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Interest Payment Date to the Owner of this Bond (or one or more predecessor Bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "Record Date"). The Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an aggregate principal amount of \$_____ of Bonds of like tenor issued to be used to renovate, construct and improve school facilities to serve the District, under authority of and pursuant to the laws of the State of California, and the requisite 55 percent (55%) vote of the electors of the District obtained at an election held on November 4, 2008, upon the question of issuing bonds in the amount of \$5,950,000, the resolution of the Board of Trustees of the District adopted on [July 9], 2019 (the “District Resolution”), and the resolution of the Board of Supervisors of the County adopted on [July 23, 2019] (the “County Resolution”). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Bonds of this issue.

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

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

The Current Interest Term Bonds maturing by their term on August 1, 20[___] are subject to mandatory sinking fund redemption by the District prior to their maturity, in part by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, if any, without premium, solely from mandatory sinking fund payments as provided in the District Resolution, on each August 1, but which amounts will be reduced proportionately by the principal amount of such Term Bond optionally redeemed.

Mandatory Sinking Fund Redemption Schedule

Year Ending August 1	Sinking Fund Amount
20__	\$
20__*	

* Indicates maturity of the Term Bond

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

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 twenty (20) nor more than sixty (60) days prior to the redemption date, which notice shall specify: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the Bonds and the dates of maturity or maturities of Bonds to be redeemed; (vi) if less than all of the Bonds of any maturity are to be redeemed, the distinctive numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

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, the County, 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 16th day of the month next preceding either any Interest Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Interest Payment Date or 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.

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

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

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

IN WITNESS WHEREOF, the County has caused this Bond to be executed, in the name and on behalf of the District, as of the date stated above.

By: [NOT TO BE SIGNED – FORM ONLY]
Chairperson of the Board of Supervisors

By: [NOT TO BE SIGNED – FORM ONLY]
Treasurer and Tax Collector of the County

COUNTERSIGNED:

By: [NOT TO BE SIGNED – FORM ONLY]
Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

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

[PAYING AGENT]

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

DTC LEGEND

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

[STATEMENT OF INSURANCE, IF ANY]

(FORM OF ASSIGNMENT)

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

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

Dated: [NOT TO BE DATED– FORM ONLY]

Signature Guaranteed:

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

[NOT TO BE SIGNED – FORM ONLY]
Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration of any change whatever.

EXHIBIT C

FORM OF CAPITAL APPRECIATION BOND

**REGISTERED
NO. CAB-__**

**REGISTERED
\$ _____**

**KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT
(Humboldt and Trinity Counties, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES C**

ACCRETION RATE: _____% **MATURITY DATE:** August 1, 20__ **DATED AS OF:** _____, 2019 **CUSIP:** _____

REGISTERED OWNER: CEDE & CO.

INITIAL PRINCIPAL AMOUNT: _____ **DOLLARS**

ACCREDITED VALUE AT MATURITY: _____ **DOLLARS**

The COUNTY OF HUMBOLDT (the "County"), on behalf of the KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT, for value received, promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date specified above or upon prior redemption hereof, in lawful money of the United States of America, the accreted value hereof on such date, consisting of the Initial Principal Amount hereof plus accreted value thereon to such date, commencing on the date hereof, compounded on February 1 and August 1 of each year commencing on August 1, 2019, at the Accretion Rate specified above, assuming in any such semiannual period that such value accretes in equal daily amounts on the basis of a 360-day year of twelve 30-day months, until the obligation represented hereby shall have been discharged, as provided in the resolution of the Board of Trustees of the District adopted on [DATE], 2019 (the "District Resolution") and the resolution of the Board of Supervisors of the County adopted on [DATE, 2019] (the "County Resolution"). The accreted value hereof shall be determined in accordance with the District Resolution and as reflected in the Table of Accreted Values hereinafter set forth; provided, however, that any accreted value determined in accordance with the District Resolution shall prevail over any accreted values given in the Table of Accreted Values. Capitalized undefined terms used herein have the meanings ascribed thereto in the District Resolution.

The accreted value hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of the paying agent/registrar and transfer agent of the District (the "Paying Agent"), initially the Treasurer-Tax Collector of Humboldt County.

This Bond is one of an aggregate principal amount of \$_____ of Bonds of like tenor issued to be used to renovate, construct and improve school facilities to serve the District, under authority of and pursuant to the laws of the State of California, the requisite 55 percent (55%) vote of the electors of the District obtained at an election held on November 4, 2008, upon the question of issuing bonds in the amount of \$5,950,000, the District Resolution, and the County Resolution. This Bond and the issue of which this Bond is one are payable as to accreted value 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 Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Bonds of this issue.

The Bonds of this issue are issuable only as fully registered bonds in the denominations of \$5,000 accreted value at maturity (“maturity value”) or any integral multiple thereof, except that the first numbered Capital Appreciation Bond may be issued in a denomination such that the maturity value of such Capital Appreciation Bond shall not be an integral multiple of \$5,000. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the District Resolution. Any tax or governmental charges shall be paid by the transferor. The District, the County, and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of accreted value and for all other purposes, and neither the District, the County, nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20[27] are not subject to optional redemption prior to maturity. The Bonds maturing on or after August 1, 20[28] are subject to optional redemption, at the option of the District, as a whole or in part by order as determined by District, and by lot within each maturity, from any source of available funds, on August 1, 20[27], or on any date thereafter at a price equal to 100% of the accreted value thereof, without premium.

The Capital Appreciation Term Bonds maturing by their term on August 1, 20[___] are subject to mandatory sinking fund redemption by the District prior to their maturity, in part by lot, at a redemption price equal to the initial principal amount thereof to be redeemed, together with value accreted to the date fixed for redemption, if any, without premium, solely from mandatory sinking fund payments as provided in the Resolution, on each August 1, but which amounts will be reduced proportionately by the principal amount of such Term Bond optionally redeemed.

Mandatory Sinking Fund Redemption Schedule

Year Ending August 1	Sinking Fund Amount
20__	\$

* Indicates maturity of the Term Bond

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

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 twenty (20) nor more than sixty (60) days prior to the redemption date, which notice shall specify: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the Bonds and the dates of maturity or maturities of Bonds to be redeemed; (vi) if less than all of the Bonds of any maturity are to be redeemed, the distinctive numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that such Bonds will not accrete value after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

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 accretion of value represented thereby from and after the redemption date.

Neither the District, the County, 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 16th day of the month next preceding either any Interest Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Interest Payment Date or 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.

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

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay the maturity value of this Bond (or redemption price hereof upon redemption prior to maturity).

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

IN WITNESS WHEREOF, the County has caused this Bond to be executed, in the name and on behalf of the District, as of the date stated above.

By: [NOT TO BE SIGNED – FORM ONLY]
Chairperson of the Board of Supervisors

By: [NOT TO BE SIGNED – FORM ONLY]
Treasurer and Tax Collector of the County

COUNTERSIGNED:

By: [NOT TO BE SIGNED – FORM ONLY]
Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

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

[PAYING AGENT]

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

DTC LEGEND

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

[STATEMENT OF INSURANCE, IF ANY]

(FORM OF ASSIGNMENT)

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

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

Dated: [NOT TO BE DATED– FORM ONLY]

Signature Guaranteed:

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

[NOT TO BE SIGNED – FORM ONLY]
Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration of any change whatever.

CAPITAL APPRECIATION BOND

TABLE OF ACCRETED VALUES

EXHIBIT D

ESTIMATED COSTS OF ISSUANCE

Estimated Costs of Issuance	\$18,602.25
Estimated Underwriter's Discount	\$11,626.40
Estimated Credit Enhancement*	\$10,364.81

* A municipal bond insurance policy with respect to the Bonds will be obtained only if economically advantageous to the District as determined by an Authorized Officer of the District.

EXHIBIT E

PROPOSED PLAN OF FINANCE

**[As provided by District's Municipal Advisor; and discussed further at
District's Informational Meeting held on June __, 2019]**

BEFORE THE BOARD OF TRUSTEES OF THE
KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT
HUMBOLDT AND TRINITY COUNTIES, CALIFORNIA

RESOLUTION NO. _____

RESOLUTION PRESCRIBING THE TERMS OF SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B, OF THE KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT, APPROVING THE FORMS AND AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT, ESCROW AGREEMENT, AND OFFICIAL STATEMENT, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT TO ISSUE AND SELL SAID BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,300,000.00

WHEREAS, an election was duly called and regularly held in the Klamath-Trinity Joint Unified School District (the “District”), Humboldt and Trinity Counties (the “Counties”), State of California, on June 7, 2016 (the “2016 Election”), and thereafter canvassed pursuant to law; and

WHEREAS, at such 2016 Election there was submitted to and approved by the vote of at least 55 percent (55%) of the voters of the District casting a vote on the question in the form of Measure “D,” as to the issuance and sale of General Obligation Bonds of the District for various purposes in the maximum principal amount of \$6,500,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “2016 Authorization”), to wit:

“To improve the quality of education with funding that cannot be taken by the state; make health and safety improvements, including mold, lead, and asbestos abatement; upgrade inadequate electrical systems; modernize outdated classrooms, restrooms and school facilities; and improve student access to computers and modern technology; shall the Klamath-Trinity Joint Unified School District issue \$6,500,000 of bonds at legal interest rates, have an independent citizens’ oversight committee and have NO money used for administrative or teacher salaries?”

WHEREAS, the Board of Trustees of the District (the “Board”) is authorized to provide for the issuance and sale of any series of bonds on behalf of the District pursuant to the provisions of Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code (the “Bond Law”); and

WHEREAS, on February 28, 2017, the District caused a first series of bonds under the 2016 Authorization to be issued, and sold its General Obligation Bonds, Election of 2016, Series A, in the aggregate principal amount of \$3,200,000; and

WHEREAS, on February 4, 2016, the District caused the execution and delivery of Certificates of Participation in the aggregate principal amount of \$11,285,000 (the “2016 Certificates”) to finance the acquisition, construction, renovation and installation of certain capital improvements of the District and to pay costs of delivery of the 2016 Certificates; and

WHEREAS, the District’s outstanding bonds from all ballot measures currently total approximately \$7,986,046.95, compared to a 2018-19 gross bonding capacity of \$9,919,070.10, resulting in a current net available bonding capacity of \$1,933,023.15; and

WHEREAS, the District has remaining bonding authorization of \$3,300,000 under the 2016 Authorization; and

WHEREAS, the statutory bonding limit will cause an indefinite delay until assessed valuation can grow or outstanding bonds can be paid down in a sufficient amount; and

WHEREAS, delaying issuance of the remaining bonds will foreseeably drive the Measure “D” program off schedule, and likely will result in significantly increased facilities improvement costs; and

WHEREAS, the Board has previously determined it is in the best interest of the District to seek a waiver of the statutory bonding limit from the State Board of Education (the “SBE”), and has directed its staff and professionals to submit an application with the SBE to be considered in July, 2019, in order for the District to complete critical projects authorized by the Measure “D” in a timely and cost effective manner; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the sale of a second and final series of bonds at a negotiated sale under the 2016 Authorization (the “Bonds”) to prepay a portion of the 2016 Certificates, and therefore deems it necessary and appropriate that the Board of Supervisors of Humboldt County shall authorize and consummate the sale of said Bonds on behalf of the District, in the aggregate principal amount of not to exceed \$3,300,000; and

WHEREAS, the Board has selected [_____], as its Underwriter (the “Underwriter”), and has engaged Eastshore Consulting, LLC, as its Municipal Advisor (the “Municipal Advisor”), Humboldt County Treasurer-Tax Collector as Paying Agent, Bond Registrar, and costs administrator (the “Paying Agent”), and Lozano Smith, LLP, as its Bond Counsel, Disclosure Counsel and District Counsel, in connection with the issuance of the Bonds; and

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

WHEREAS, a form of the Bond Purchase Agreement to sell the Bonds has been prepared and is on file with the Secretary to the Board; and

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

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate, a form of which has been prepared and is on file with the Secretary of the Board, as an Appendix to the form of Preliminary Official Statement (discussed below); and

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

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

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

WHEREAS, Senate Bill 1029 (“SB 1029”) was signed by the California Governor on September 12, 2016, and places additional responsibilities on any issuer of public debt, including adopting debt management policies that meet certain criteria; and

WHEREAS, the District is in compliance with SB 1029 pre-issuance requirements, the Bonds are in compliance with the District’s adopted Debt Management Policy, and the District will comply with all post-issuance requirements of SB 1029; and

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

WHEREAS, the District desires that the Counties levy and collect a tax on all taxable property within the District, in their respective counties, sufficient to provide for the District's payment of the Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of each of the Counties (each a "Board of Supervisors"), the Auditor-Controllers of each of the Counties, the Treasurer-Tax Collectors of each of the Counties, and other officials of the Counties that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and the District's payment of the Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

WHEREAS, the Board desires to make certain determinations and to authorize the issuance and sale of the Bonds at a negotiated sale pursuant to the terms of this Resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Klamath-Trinity Joint Unified School District, as follows:

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

SECTION 2. Interpretation; Definitions. Unless the context otherwise indicates, words expressed in this Resolution in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate. Headings of sections herein are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof. All references herein to "Sections" and other subdivisions are to the corresponding Sections or subdivisions of this Resolution, unless otherwise noted; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular section or subdivision hereof.

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

“2016 Certificates” means the District’s 2016 Certificates of Participation, executed and delivered on February 4, 2016 in the aggregate principal amount of \$11,285,000.

“Auditor-Controller” means the office of the Auditor-Controller of either of the Counties, as specified, and may be pluralized when referring to the Auditor-Controllers of the Counties, together.

“Authorized Officers” means, collectively, (i) the President of the Board, or such other member of the Board as the President may designate, (ii) the District’s Superintendent, or such other officer or employee of the District as the Superintendent may designate, and (iii) the District’s Assistant Superintendent, Business/Personnel. Each of the Authorized Officers is an “Authorized Officer.”

“Board” means the Board of Trustees the District.

“Board of Supervisors” means the Board of Supervisors of either of the Counties, as specified, and may be pluralized when referring to the Boards of Supervisors of the Counties, together.

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

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

“Bond Law” means Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the sale of the Bonds by and among Humboldt County on behalf of the District, the District, and the Underwriter in accordance with the provisions hereof.

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

“Bond Registrar” means the registration agent and authentication agent for the Bonds.

“Bonds” means the Klamath-Trinity Joint Unified School District, General Obligation Bonds, Election of 2016, Series B, to be issued as Current Interest Bonds as and unless otherwise provided in the Bond Purchase Agreement.

“Business Day” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State of California, or in any state in which any office of the Paying Agent is located.

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

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

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

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed and delivered by the District relating to the Bonds.

“Counties” means, taken together, the County of Humboldt and the County of Trinity, each a political subdivision of the State of California.

“County Resolution” means that certain resolution of the Board of Supervisors of Humboldt County providing for the issuance and sale of the Bonds.

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

“Current Interest Term Bonds” means those Current Interest Bonds, if any, for which mandatory sinking fund redemption dates have been established in the Bond Purchase Agreement.

“District” means the Klamath-Trinity Joint Unified School District, a unified school district and a political subdivision of the State of California.

“DTC” means the Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Bonds, and its successors and assigns.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement relating to the 2016 Certificates, by and between the District and the Escrow Agent.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded

on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security-State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

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

“**Humboldt County**” means the County of Humboldt, a political subdivision of the State of California.

“**Indemnified Parties**” shall have the meaning set forth in Section 19 hereof.

“**Informational Services**” means the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information with respect to called bonds as the District designates in written notice filed with the Paying Agent.

“**Interest and Sinking Fund**” shall have the meaning set forth in Section 6 hereof.

“**Interest Payment Date**” means February 1 and August 1 of each year until the final maturity date of the Bonds, commencing on August 1, 2019, or such other dates as may be set forth in the Bond Purchase Agreement.

“**Official Statement**” shall have the meaning set forth in Section 13 hereof.

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

“**Owner**” means the current registered holder of a Bond or Bonds to whom payments of principal and interest are made.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Securities Depository holds book-entry certificates as securities depository.

“Paying Agent” means Humboldt County Treasurer-Tax Collector, or any bank, trust company, national banking association or other financial institution appointed as paying agent for the Bonds pursuant to Section 10 of this Resolution.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Bonds.

“Principal” or **“Principal Amount”** means, with respect to any Bond, the initial principal amount thereof.

“Project” shall have the meaning set forth in Section 4 hereof.

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

“Registration Books” means the Registration Books of the Paying Agent (or shall have the meaning set forth in Section 8 hereof).

“Securities Depositories” means (i), initially, DTC, and (ii), in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories as the District may designate in a Certificate of the District delivered to the Paying Agent.

“State” means the State of California.

“Tax Certificate” means the tax certificate of the District, executed and delivered by the District to Bond Counsel on the Closing Date in connection with the Bonds.

“Treasurer” means the office of the Treasurer-Tax Collector, or any authorized deputy thereof, of either of the Counties, as specified, and may be pluralized when referring to the Treasurers of the Counties, together.

“Trinity County” means the County of Trinity, a political subdivision of the State of California.

“Underwriter” means the original purchaser of the Bonds.

SECTION 3. Request for Sale of Bonds. The Board of Supervisors of Humboldt County is hereby requested to sell, by negotiated sale to the Underwriter, not to exceed

\$3,300,000.00 aggregate principal amount of general obligation bonds of the Klamath-Trinity Joint Unified School District, and to designate said Bonds to be sold as the “Klamath-Trinity Joint Unified School District (Humboldt and Trinity Counties, California) General Obligation Bonds, Election of 2016, Series B.”

The Board of Supervisors of Humboldt County is hereby requested to provide by resolution (the “County Resolution”) for the terms of the sale and issuance of the Bonds in accordance with the particular terms and manner set forth herein and, with respect to such necessary or desirable terms as are not specified herein, as the Board of Supervisors of Humboldt County shall otherwise determine, such determinations to be authorized by the County Resolution or in a Bond Purchase Agreement, the form of which shall be presented to the Board of Supervisors of Humboldt County concurrently with, and approved under, the County Resolution.

SECTION 4. Purpose, Authorization and Designation of the Bonds.

(a) Pursuant to the Bond Law, Bonds of the District shall be issued by and in the name of the District in the aggregate principal amount of not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000.00) for the purposes of refinancing school facilities as specified in the ballot proposition Measure “D” authorizing the Bonds (the “Project”); to fund capitalized interest on the Bonds; and to pay the costs of issuing the Bonds.

SECTION 5. Form of Bonds; Execution.

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

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

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

SECTION 6. Term of Bonds. The Bonds shall be issued in one series designated “Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2016, Series B” (or, if more than one series is issued, with such additional series designation). The Bonds shall be issued as Current Interest Bonds, including term bonds, unless otherwise provided in the Bond Purchase Agreement.

Only the Bonds that bear a certificate of authentication and registration in the form recited herein, manually signed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

The principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

The Bonds shall be issued as fully registered bonds without coupons. The Bonds shall be dated their date of delivery.

The Bonds shall be sold as provided in Section 12 hereof; notwithstanding anything herein to the contrary, the terms of the Bonds as set forth in this Resolution may be amended prior to delivery in accordance with the provisions of the Bond Purchase Agreement, as approved and executed by an Authorized Officer on behalf of the District.

(a) *Denominations.* The Bonds shall be issued in denominations of \$5,000 or integral multiples thereof (“Authorized Denominations”).

(b) *Maturity.* The Bonds are expected to mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as finally set forth in the Bond Purchase Agreement. No Bond shall have principal maturing on more than one principal maturity date.

(c) *Interest.* Interest on the Bonds (including the final interest payment upon maturity or redemption) is payable by check or draft of the Paying Agent mailed to the Owner thereof at such Owner’s address as it appears on the Bond Register 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 Bonds, which written request is on file with the Paying Agent

as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to such account as shall be specified in such written request. The Bonds shall bear interest at the rate or rates not to exceed a maximum true interest cost as permitted by law, payable on February 1 and August 1 of each year commencing August 1, 2019, through August 1 of their final maturity (each an “Interest Payment Date”) unless provisions to the contrary are provided in the Bond Purchase Agreement. The actual interest rate or rates and the actual maturity schedule shall be fixed at the time of sale and shown in the Bond Purchase Agreement and final Official Statement. The interest on the Bonds payable on the Interest Payment Dates in each year shall be computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Current Interest Bond, interest is in default on any outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds.

SECTION 7. Delivery of Bonds, Disposition of Proceeds of the Bonds, Security for the Bonds.

(a) The proper officials of the District and Humboldt County shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered to the Underwriter upon payment of the purchase price in immediately available funds.

(b) Proceeds from the sale of the Bonds, in the amount specified in the Bond Purchase Agreement, shall be delivered to the Escrow Agent for deposit to the related escrow fund held under the Escrow Agreement, as may be specified in the Bond Purchase Agreement.

(c) A portion of the proceeds from the sale of the Bonds, representing the interest due with respect to the Bonds and as shown in the Bond Purchase Agreement and Official Statement, the accrued interest, if any, and any premium received by the District from the sale of the Bonds (if any, after all or a portion of Underwriter’s discount or costs of issuance are paid from such premium as set forth in the Bond Purchase Agreement) shall be kept separate and apart in the fund established and designated as the “Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2016, Series B, Interest and Sinking Fund” (the “Interest and Sinking Fund”) for the Bonds, to be held by the Auditor-Controller of Humboldt County and used only for payments of principal and interest on the Bonds. Interest earned on investments of monies held in the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used to pay principal and interest when due. The Treasurers are each hereby directed to deposit or cause to be deposited in the Interest and Sinking Fund the proceeds from the levy of *ad valorem* taxes which the Counties receive in accordance with subsection (f) of this Section.

(d) Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which Bonds are being issued shall, at the direction of the District, be transferred to the Interest and Sinking Fund and applied to the payment of principal and interest on any outstanding general obligation bonds of the District. If, after payment in full of the general obligation bonds of the District, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

(e) Proceeds of the Bonds held by the Treasurers shall be invested at the Treasurers' discretion pursuant to law and the investment policies of each respective County, as such policies exist at the time of investment.

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

(f) There shall be levied by each of the Counties, within their own jurisdiction, on all the taxable property located in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in a proportionate amount pursuant to California Education Code Section 15260 sufficient, when taken together, for the District to pay the principal of and interest on the Bonds when due, which monies when collected will be transferred to the Humboldt County Treasurer for deposit, and so deposited by the Humboldt County Treasurer in the Interest and Sinking Fund. Pursuant to Government Code Section 53515, general obligation bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, and such lien automatically arises without the need for any action or authorization by the District or this Board. In addition to any statutory lien, such amount collected by each of the Counties and held by the Humboldt County Treasurer on deposit in the Interest and Sinking Fund are hereby irrevocably pledged to secure the payment of the principal and redemption price of, and interest on, the Bonds in accordance with Government Code Section 5451. The monies in the Interest and Sinking Fund, to the extent necessary for the District to pay the principal of and interest on the Bonds as the same becomes due and payable, shall be transferred by the Humboldt County Treasurer to the Paying Agent for subsequent disbursement to the beneficial owners of the Bonds. Any monies remaining in the Interest and Sinking Fund one (1) year after the Bonds and the interest thereon or maturity value thereof have been paid at maturity, or provision for such payment has been made, shall be transferred to the general fund of the District. Pursuant to California Education Code Section 15232 the Auditor-Controllers of each of the Counties and other appropriate officers of each of the Counties are requested to include within the tax levy of their respective Counties, a proportionate amount sufficient, when taken together, for the District to pay the Paying Agent annually for paying the Bonds elsewhere than at the office of the Humboldt County Treasurer. Pursuant to such provision, the District hereby authorizes the application of amounts in the Interest and Sinking Fund to reimburse the Humboldt County Treasurer for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Bonds under Section 10.

SECTION 8. Redemption Provisions.

(a) *Optional Redemption.* The Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Bonds shall not be subject to optional redemption, and/or may provide separate and distinct redemption provisions for the Bonds. If less than all of the Bonds, if any, are subject to such redemption and are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(b) *Mandatory Sinking Fund Redemption.* The Bonds, if any, which are designated in the Bond Purchase Agreement as “Term Bonds” shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity optionally redeemed in accordance with the provisions hereof prior to the mandatory sinking fund payment date.

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

(c) *Notice of Redemption.* Notice of any redemption of the Bonds shall be mailed by the Paying Agent, postage prepaid, not less than twenty (20) nor more than sixty (60) days prior to the redemption date, (i) by first class mail to Humboldt County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the Bonds and the dates of maturity or maturities of Bonds to be redeemed; (vi) if less than all of the Bonds of any maturity are to be redeemed, the distinctive numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Neither the failure of the Owners of any Bonds or by any securities depository or information service to receive notice of redemption, nor any defect in such notice

will affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption.

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

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

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

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

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

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

Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

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

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

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

(ii) as to any Bond not canceled, surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of and the applicable premium, if any, on any Bond, plus interest on such principal to the due date thereof (whether such due date be by reason of maturity or by acceleration or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) has been provided for by irrevocably depositing with the Paying Agent, in trust, and irrevocably appropriated and set aside exclusively for such payment, either (A) monies sufficient to make such payment or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will in the opinion of a certified public accountant delivered to Humboldt County, the Paying Agent, and the District, provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that,

in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in this Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, or (C) a combination of both such monies and such Federal Securities; and all necessary and proper fees, compensation and expenses of the Paying Agent with respect to such deposit have been paid or the payment thereof has been provided for to the satisfaction of the Paying Agent.

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

(h) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest on the Bonds and remaining unclaimed for one (1) year after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.

(a) Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for the Bonds. The Bonds shall be issued in book-entry form only, and shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. One bond certificate shall be issued for each maturity of the Bonds; provided, however, that if different CUSIP numbers are assigned to Bonds of the same tenor maturing in a single year or, if Bonds of the same tenor maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Bonds, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 11 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, however, that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another

depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

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

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Bond for each maturity shall be executed and delivered (in the aggregate principal amount of such Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 6 hereof and the receipt of such a written request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 11 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days after the receipt of any such written request of the District.

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

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payment to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Bonds.

(e) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on

the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

SECTION 10. Paying Agent.

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

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

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

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

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

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

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

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

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

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

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

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

Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

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

SECTION 11. Transfer and Exchange.

(a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Bond may, in accordance with its terms, be transferred, upon the Bond Register, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bond or Bonds shall be surrendered for transfer, the designated Humboldt County officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 5 hereof, a new Bond or Bonds, of the same maturity, Interest Payment Date and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

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

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

Whenever any Bond or Bonds shall be surrendered for exchange, the designated Humboldt County officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 5 hereof, a new Bond or Bonds, of the same maturity, Interest Payment Date and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

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

SECTION 12. Approval of Bond Purchase Agreement; Sale of Bonds. The Bonds will be sold by the Board of Supervisors of Humboldt County on behalf of the District at negotiated sale to the Underwriter pursuant to the terms and conditions set forth in a Bond Purchase Agreement to be executed by both Humboldt County on behalf of the District, and the District, substantially in the form on file with the District and Humboldt County and presented at this meeting (the “Bond Purchase Agreement”). The form of the Bond Purchase Agreement is hereby approved by the District. The Board of Supervisors of Humboldt County, on behalf of the District, is hereby requested and authorized to execute the Bond Purchase Agreement, such execution to be completed by such officer of Humboldt County as its Board of Supervisors shall designate. An Authorized Officer of the District is hereby authorized to execute the Bond Purchase Agreement for the District, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the maximum true interest cost on the Bonds and the Underwriter’s discount, shall not exceed the legal limit. The Authorized Officer is further authorized, upon the advice of the Municipal Advisor, to determine the principal or issue amount of the Bonds to be specified in the Bond Purchase Agreement for sale by the Board of Supervisors of Humboldt County on behalf of the District, up to an aggregate principal or issue amount not-to-exceed the amount set forth in Section 3, to modify redemption terms and to enter into and execute the Bond Purchase Agreement, if the conditions set forth in this Resolution are met.

The Bonds shall be sold by negotiated sale inasmuch as: (i) such sale will allow the Board of Supervisors of Humboldt County, on behalf of the District, to integrate the sale of the Bonds with other public financings undertaken, or to be undertaken, by the District in order to finance and fund public school facilities; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) such a sale will allow the District to control the timing and structuring of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Bonds to such market.

Eastshore Consulting, LLC, has been selected to act as Municipal Advisor to the District with respect to the Bonds, and the law firm of Lozano Smith, LLP has been selected as the District’s Bond and Disclosure Counsel. The estimated costs of issuance associated with the bond sale are expected to be \$149,397.76, excluding underwriter’s compensation and bond insurance costs (if any) and including, but not limited to, the Municipal Advisor, Escrow Agent, Verification Agent, and Bond and Disclosure Counsel fees, costs of printing the Official Statement, rating agency fees, and Paying Agent fees. Final complete costs of issuance will be determined and presented to the Board following the issuance of the Bonds.

If it appears in the best interests of the District to acquire municipal bond insurance to secure the payment of principal and interest with respect to the Bonds, or obtain a legal opinion addressed to the rating agency from bond counsel or special revenue opinion counsel which is necessary to obtain a rating that provides for lower costs to the District, then an Authorized Officer may so provide in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained.

Estimates of costs of issuance of the Bonds are set forth on *Exhibit C* attached hereto and incorporated herein.

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

SECTION 13. Preliminary Official Statement; Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement and Official Statement.* The form of Preliminary Official Statement, on file with the Secretary to the Board, with such changes therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

The Official Statement shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute the final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

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

SECTION 14. Investment of Proceeds. All funds held in the Interest and Sinking Fund of the District shall be invested at the discretion of Humboldt County Treasurer pursuant to law and under the investment policies of Humboldt County, as such policies exist at the time of investment.

SECTION 15. Tax Covenants.

(a) The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate. The provisions of this Section shall survive payment in full or defeasance of the Bonds.

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

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

SECTION 16. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation, negotiating the terms of the insurance policy, if any, referred to herein, and execution and delivery of the Tax Certificate. District officials and staff, including the Authorized Officers, the Municipal Advisor, Underwriter, Bond Counsel and Disclosure Counsel are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance and sale of the Bonds, and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officials, staff and representatives are hereby ratified, confirmed and approved.

SECTION 17. Filing with Counties. Any Authorized Officer, acting alone, is hereby authorized and directed to report to the Auditor-Controllers of the Counties the final terms of sale

of the Bonds, and to file with the Auditor-Controllers and with the Treasurers copies of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment on the Bonds, and this Resolution, upon delivery to the Counties, shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District's request to the Auditor-Controllers of the Counties and the Boards of Supervisors of each of the Counties to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Bonds, pursuant to law; and this Resolution shall serve as a request to the other officers of the Counties to levy and collect said taxes for the payment of the Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Bonds the principal of, interest and premium, if any, due on the Bonds in each year, and to create in the Humboldt County treasury, to the credit of the District, the Interest and Sinking Fund.

SECTION 18. Humboldt County Bond Resolution. The Humboldt County resolution providing for the issuance of the Bonds (the "County Resolution"), in substantially the form presented to the Board of Trustees at this meeting, together with any additions to or changes therein deemed necessary or advisable by the Humboldt County Board of Supervisors and the District, as determined by the Authorized Officers, or any of them, is hereby approved. The provisions of the County Resolution relating to the terms of the Bonds are set forth in the County Resolution solely at the request of the District for the convenience of the District in the administration of the Bonds, and not to create any responsibilities for the Humboldt County Board of Supervisors beyond the requirements of applicable law. The District agrees to carry out and perform all of its obligations under the County Resolution and this Resolution of the District.

SECTION 19. Escrow Agreement. The form of Escrow Agreement relating to the 2016 Certificates to be prepaid, on file with the Secretary of the Board, is hereby approved, and Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Escrow Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 20. Limited Duties and Nonliability of Counties. The Counties, including the Boards of Supervisors of each of the Counties, and officers, officials, agents and employees of the Counties, shall undertake only those duties of the Counties under this Resolution and under the County Resolution which are specifically set forth in this Resolution and the County Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Bonds, no implied covenants or obligations shall be read into this Resolution against either of the Counties, including the Boards of Supervisors of each of the Counties, and officers, officials, agents and employees of the Counties. The District shall defend, indemnify and hold harmless the Counties, their respective Boards of Supervisors, and officers, officials, agents and employees of the Counties ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omissions related to the Bonds, except with regard to the responsibilities of the Counties under this Section 18. The District shall also

reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

Notwithstanding anything stated to the contrary in this Resolution, in the County Resolution, in the Bonds or in any other document mentioned herein, (a) the Bonds are not a debt of (or a pledge of the full faith and credit of) either of the Counties, including their respective Boards of Supervisors, officers, officials, agents and employees, and the Counties, including their respective Boards of Supervisors, officers, officials, agents and employees, have no obligation to repay the Bonds; (b) the sole responsibilities of the Boards of Supervisors of the Counties hereunder are (i) as to Humboldt County only, to provide for the issuance and sale of the Bonds by adopting the County Resolution and participating in proceedings for sale, award, issuance and delivery of the Bonds in accordance therewith and herewith, and (ii), as to both Counties, to levy a tax for the repayment of the Bonds, as provided in California Education Code Section 15250; (c) neither the Counties, their respective Boards of Supervisors, nor any officer, official, agent or employee of the Counties, shall have any other obligation or liability hereunder, by reason hereof or in connection with the transactions contemplated hereby other than as specified in the Bond Law; (d) the Bonds, including interest thereon, shall be payable solely from taxes levied by the Boards of Supervisors of the Counties pursuant to California Education Code Section 15250; and (e) the Counties, including their respective Boards of Supervisors, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties in connection with the above-described responsibilities, including levying the tax to repay the Bonds.

SECTION 21. Request to Counties to Levy Tax. Although the Bonds are not a debt of the Counties, each Board of Supervisors and officers of each of the Counties are obligated by statute to provide for the levy and collection of property taxes in each year on properties within its respective jurisdiction and in the District in an amount proportionate to the properties within its jurisdiction and in the District as compared to all District properties subject to property tax, such that, when all taxes are so levied and collected by the Counties, they are sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay, or provide for the payment, from such taxes all amounts due on the Bonds. The District hereby requests each Board of Supervisors to annually levy a tax upon all taxable property, within its jurisdiction and in the District, sufficient in the aggregate to redeem the Bonds, and to provide for the District's payment of the principal, redemption premium, if any, and interest thereon as and when the same become due. Pursuant to California Education Code Section 15232 the Auditor-Controllers and other appropriate officers of each of the Counties are requested to include within the tax levy an amount sufficient to pay the Paying Agent annually for paying the Bonds proportionate to the properties within their jurisdiction and in the District elsewhere than at the office of the Humboldt County Treasurer.

SECTION 22. Furnishing of Resolution. The Clerk or Secretary of the Board is hereby authorized to furnish certified copies of this Resolution to Bond Counsel, to the Treasurers, and to the Clerks of the Boards of Supervisors of each of the Counties, immediately following the adoption hereof by the Board.

SECTION 23. Effective Date. This Resolution shall take effect immediately upon its passage.

* * * * *

The foregoing Resolution was **PASSED AND ADOPTED** by the Board of Trustees of the Klamath-Trinity Joint Unified School District at a meeting held by the Board on [July 9, 2019] by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

This is to certify that a true and correct copy of the resolution was adopted and approved at a regular meeting of the Board of Trustees of the Klamath-Trinity Joint Unified School District.

President, Board of Trustees of the
Klamath-Trinity Joint Unified School District

ATTEST:

Clerk, Board of Trustees of the
Klamath-Trinity Joint Unified School District

EXHIBIT A

GOOD FAITH ESTIMATES

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

Estimated Principal Amount. The Municipal Advisor has informed the District that, based on the District’s financing plan and current market conditions, the good faith estimate of the aggregate principal amount of the Bonds is \$3,300,000 (the “Estimated Principal Amount”).

True Interest Cost. The Municipal Advisor has informed the District that the good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds, is 4.0258969%.

Finance Charge. The Municipal Advisor has informed the District that the good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (for costs associated with the Bonds) (the “Finance Charge”), is \$186,652.02.

Amount of Proceeds to be Received. The Municipal Advisor has informed the District that the good faith estimate of the amount of proceeds of the Bonds expected to be received by the District, less the Finance Charge as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is \$3,086,659.37.

Total Payment Amount. The Municipal Advisor has informed the District that the good faith estimate of the total payment amount, which means the sum total of all principal and interest payments made for the Bonds, plus the Finance Charge as described above, not paid with the proceeds of the financing, calculated to the final maturity of the Bonds, is \$6,773,501.11.

The foregoing estimates constitute good faith estimates only. The actual aggregate principal amount of the Bonds, the true interest cost thereof, the Finance Charge, the amount of proceeds of the Bonds received by the District, and the total debt service with respect thereto, may differ from such good faith estimates due to (a) the actual dated date of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual aggregate principal amount of the Bonds being different from the Estimated Principal Amount, (c) the actual amortization of the debt service on the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time the Bonds are issued being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District’s financing plan, or a combination of such factors. The actual dated date of the Bonds and the actual aggregate principal amount of the Bonds will be

determined by the District based on market conditions and other factors. The actual interest rates will depend on market interest rates at the time of the sale of the Bonds. The actual amortization and debt service schedule for the Bonds will be based, in part, on market interest rates at the time the Bonds are sold. Market interest rates are affected by economic and other factors beyond the control of the District.

EXHIBIT B

FORM OF CURRENT INTEREST BOND

**REGISTERED
NO. R-__**

**REGISTERED
\$ _____**

**KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT
(Humboldt and Trinity Counties, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B**

INTEREST RATE: _____% **MATURITY DATE:** August 1, 20____ **DATED AS OF:** _____, 2019 **CUSIP:** _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ **DOLLARS**

The COUNTY OF HUMBOLDT (the "County"), on behalf of the KLAMATH-TRINITY JOINT UNIFIED SCHOOL DISTRICT, 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 "Interest Payment Dates"), commencing August 1, 2019. This Bond will bear interest from the Interest 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 Interest Payment Date to the Interest Payment Date, inclusive, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before July 15, 2019, in which event it shall bear interest from the dated date. 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 Treasurer-Tax Collector of Humboldt County. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal is payable upon presentation and surrender of this Bond at the designated office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Interest Payment Date to the Owner of this Bond (or one or more predecessor Bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "Record Date"). The Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This Bond is one of an aggregate principal amount of \$_____ of Bonds of like tenor issued to be used to renovate, construct and improve school facilities to serve the District, under authority of and pursuant to the laws of the State of California, and the requisite 55 percent (55%) vote of the electors of the District obtained at an election held on June 7, 2016, upon the question of issuing bonds in the amount of \$6,500,000, the resolution of the Board of Trustees of the District adopted on [July 9, 2019] (the “District Resolution”), and the resolution of the Board of Supervisors of the County adopted on [July 23, 2019] (the “County Resolution”). This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Bonds of this issue.

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

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

The Current Interest Term Bonds maturing by their term on August 1, 20[___] are subject to mandatory sinking fund redemption by the District prior to their maturity, in part by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, if any, without premium, solely from mandatory sinking fund payments as provided in the District Resolution, on each August 1, but which amounts will be reduced proportionately by the principal amount of such Term Bond optionally redeemed.

Mandatory Sinking Fund Redemption Schedule

Year Ending August 1	Sinking Fund Amount
20__	\$
20__*	

* Indicates maturity of the Term Bond

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

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 twenty (20) nor more than sixty (60) days prior to the redemption date, which notice shall specify: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the Bonds and the dates of maturity or maturities of Bonds to be redeemed; (vi) if less than all of the Bonds of any maturity are to be redeemed, the distinctive numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

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, the County, 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 16th day of the month next preceding either any Interest Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Interest Payment Date or 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.

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

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

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

IN WITNESS WHEREOF, the County has caused this Bond to be executed, in the name and on behalf of the District, as of the date stated above.

By: [NOT TO BE SIGNED – FORM ONLY]
Chairperson of the Board of Supervisors

By: [NOT TO BE SIGNED – FORM ONLY]
Treasurer-Tax Collector of the County

COUNTERSIGNED:

By: [NOT TO BE SIGNED – FORM ONLY]
Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

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

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

[PAYING AGENT]

By: [NOT TO BE SIGNED – FORM ONLY]

Authorized Signatory

DTC LEGEND

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

[STATEMENT OF INSURANCE, IF ANY]

(FORM OF ASSIGNMENT)

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

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

Dated: [NOT TO BE DATED– FORM ONLY]

Signature Guaranteed:

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

[NOT TO BE SIGNED – FORM ONLY]
Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration of any change whatever.

EXHIBIT C

ESTIMATED COSTS OF ISSUANCE

Estimated Costs of Issuance	\$149,397.76
Estimated Underwriter's Discount	\$41,250.00
Estimated Credit Enhancement*	\$37,254.26

* A municipal bond insurance policy with respect to the Bonds will be obtained only if economically advantageous to the District as determined by an Authorized Officer of the District.

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT, CALIFORNIA

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF KLAMATH-TRINITY
JOINT UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS,
ELECTION OF 2008, SERIES C**

WHEREAS, an election was duly called and regularly held in the Klamath-Trinity Joint Unified School District (the “District”), in Humboldt County (“Humboldt County” or the “County”) and Trinity County (“Trinity County,” and together with Humboldt County, the “Counties”), State of California, on November 4, 2008 (the “2008 Election”), and thereafter canvassed pursuant to law; and

WHEREAS, at such 2008 Election there was submitted to and approved by the vote of at least 55 percent (55%) of the voters of the District casting a vote on the question in the form of Measure “H” for voters of the District residing in Humboldt County, and Measure “S” for voters of the District residing in Trinity County, as to the issuance and sale of General Obligation Bonds of the District for various purposes in the maximum principal amount of \$5,950,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “2008 Authorization”), to wit:

“By approval of this proposition by at least 55% of the registered voters voting thereon, the Klamath-Trinity Joint Unified School District shall be authorized to issue and sell bonds of up to \$5,950,000 in aggregate principal amount to provide financing for the specific school facilities projects listed below in the Bond Project List, subject to all of the accountability safeguards specified herein.”

WHEREAS, bonds of the District are authorized to be issued and sold pursuant to the provisions of Part 10 of Division 1 of Title 1 of the California Education Code (Ed. Code, §§ 15100 *et seq.*), and the provisions of provisions of Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law (collectively, “Bond Law”); and

WHEREAS, the District Board has duly adopted and submitted to the Board of Supervisors, a resolution (the “District Resolution”) requesting the Board of Supervisors to issue and sell, in the name and on behalf of the District, a third series of bonds under the 2008 Authorization (the “Bonds”), and prescribing the terms of the Bonds, in the aggregate initial principal amount of not to exceed \$930,805.05. The District Resolution is attached hereto as *Exhibit A* and made a part hereof; and

WHEREAS, the Board of Supervisors, in reliance upon the representations of the District, desires to issue and sell the Bonds in the aggregate initial principal amount of not to exceed \$930,805.05, in the name and on behalf of the District, in conformity with this Resolution, the District Resolution, and the Bond Law; and

WHEREAS, a form of the Bond Purchase Agreement to sell the Bonds has been duly approved by the District Board, and is on file with the Clerk of the Board of Supervisors; and

WHEREAS, the District desires that the Counties levy and collect a tax on all taxable property within the District, in their respective counties, sufficient to provide for the District's payment of the Bonds, and has notified the Board of Supervisors of each of the Counties, the Auditor-Controller of each of the Counties, the Treasurer-Tax Collector of each of the Counties and other officials of the Counties that they should take such actions as shall be necessary to provide for such levy and collection of such a tax and payment of the Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Humboldt, as follows:

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

SECTION 2. Interpretation; Definitions. Unless the context clearly otherwise indicates or unless otherwise defined herein, the capitalized terms used in this Resolution have the meanings given them in the District Resolution.

SECTION 3. Delegation of Authority. The Chairperson of the Board of Supervisors, the Clerk of the Board of Supervisors, and the Treasurer-Tax Collector of the County (each a "County Official"), or their deputies or designees, are each hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise carry out, give effect to and comply with the terms and intent of this Resolution and of the District Resolution. Such actions heretofore taken by such County Officials are hereby ratified, confirmed and approved.

SECTION 4. Purpose, Authorization and Designation of the Bonds. Pursuant to the Bond Law, the District Resolution, and this Resolution, Bonds of the District shall be issued and sold by the Board of Supervisors, on behalf and in the name of the District, in the aggregate

initial principal amount of not to exceed Nine Hundred Thirty Thousand Eight Hundred Five Dollars and Five Cents (\$930,805.05.00) for the purposes of refinancing school facilities as specified in the ballot proposition Measures “H” & “S” authorizing the Bonds (the “Project”); to fund capitalized interest on the Bonds; and to pay the costs of issuing the Bonds. The Bonds shall be issued in one series designated “Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2008, Series C” (or, if more than one series is issued, with such additional series designation).

SECTION 5. Form of Bonds; Execution.

(a) *Form of Bonds.* The Bonds shall be issued in fully registered form without coupons. The form of Current Interest Bonds and the form of Capital Appreciation Bonds, including the certificates of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the forms set forth in the District Resolution, respectively, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution and the District Resolution. Such forms of Bonds attached to the District Resolution are hereby approved by this Board of Supervisors.

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

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

SECTION 6. Term of Bonds. The Bonds shall be issued in one series designated “Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2008, Series C” (or, if more than one series is issued, with such additional series designation). The

Bonds shall be issued as Current Interest Bonds and/or Capital Appreciation Bonds, including term bonds, unless otherwise provided in the Bond Purchase Agreement.

Only the Bonds that bear a certificate of authentication and registration in the form prescribed by the District Resolution, manually signed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of the District Resolution or this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of the District or this Resolution.

The principal of the Current Interest Bonds, the accreted value of the Capital Appreciation Bonds, and premium on the Bonds (if any), shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

The Bonds shall be issued as fully registered bonds without coupons. The Bonds shall be dated their date of delivery.

The Bonds shall be sold as provided in Section 10 hereof; notwithstanding anything herein to the contrary, the terms of the Bonds as set forth in the District Resolution and this Resolution may be amended prior to delivery in accordance with the provisions of the Bond Purchase Agreement, as approved and executed by an Authorized Officer of the District on behalf of the District, and a County Official.

(a) *Denominations.* The Current Interest Bonds shall be issued in denominations of \$5,000 or integral multiples thereof (“Authorized Denominations”). The Capital Appreciation Bonds shall be issued in denominations of \$5,000 accreted value at maturity (“maturity value”) or any integral multiple thereof, except that the first numbered Capital Appreciation Bond may be issued in a denomination such that the maturity value of such Capital Appreciation Bond shall not be an integral multiple of \$5,000.

(b) *Maturity.*

(i) The Current Interest Bonds are expected to mature on the date or dates, in each of the years, in the principal amounts and in the aggregate initial principal amount as finally set forth in the Bond Purchase Agreement. No Current Interest Bond shall mature later than the date which is Twenty-Five (25) years from the delivery date of the Current Interest Bonds, to be determined as provided in this Section. No Current Interest Bond shall have principal maturing on more than one principal maturity date.

(ii) The Capital Appreciation Bonds are proposed to mature on the date or dates, in each of the years, and in such maturity values as finally set forth in the Bond Purchase Agreement. No Capital Appreciation Bond shall mature later than the date which is twenty-five (25) years from the delivery date of the Capital Appreciation Bonds, to be determined as provided in this Section. No Capital Appreciation Bond shall have principal maturing on more than one principal maturity date.

(iii) The Current Interest Bonds and the Capital Appreciation Bonds, if any, may mature in the same year or years as any other Current Interest Bonds or Capital Appreciation Bonds, without limitation.

(c) *Interest; Current Interest Bonds.* Interest on the Current Interest Bonds (including the final interest payment upon maturity or redemption) is payable by check or draft of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Bond Register 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 initial principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to such account as shall be specified in such written request. The Current Interest Bonds shall bear interest at the rate or rates not to exceed a maximum true interest cost as permitted by law, payable on February 1 and August 1 of each year commencing August 1, 2019, through August 1 of their final maturity (each an "Interest Payment Date") unless provisions to the contrary are provided in the Bond Purchase Agreement. The actual interest rate or rates and the actual maturity schedule shall be fixed at the time of sale and shown in the Bond Purchase Agreement and final Official Statement. The interest on the Current Interest Bonds payable on the Interest Payment Dates in each year shall be computed on the basis of a 360-day year of twelve 30-day months. Each Current Interest Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Current Interest Bond, interest is in default on any outstanding Current Interest Bonds, such Current Interest Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Current Interest Bonds.

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

(e) Pursuant to the Bond Law, and Section 15144.1 of the California Education Code, the ratio of total debt service to initial principal for each Series shall not exceed four to one.

SECTION 7. Delivery of Bonds, Disposition of Proceeds of the Bonds, Security for the Bonds.

(a) The proper officials of the District and the County shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered to the Underwriter upon payment of the purchase price in immediately available funds.

(b) Proceeds from the sale of the Bonds, in the amount specified in the Bond Purchase Agreement, shall be delivered to the Escrow Agent for deposit to the related escrow fund held under the Escrow Agreement, as may be specified in the Bond Purchase Agreement.

(c) A portion of the proceeds from the sale of the Bonds, representing the interest due with respect to the Current Interest Bonds and as shown in the Bond Purchase Agreement and Official Statement, the accrued interest, if any, and any premium received by the District from the sale of the Bonds (if any, after all or a portion of Underwriter's discount or costs of issuance are paid from such premium as set forth in the Bond Purchase Agreement) shall be kept separate and apart in the fund established and designated as the "Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2008, Series C, Interest and Sinking Fund" (the "Interest and Sinking Fund") for the Bonds, to be held by the Auditor-Controller of Humboldt County and used only for payments of principal (or accreted value, as applicable) and interest on the Bonds. Interest earned on investments of monies held in the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used to pay principal (or accreted value, as applicable) and interest when due.

(d) Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which Bonds are being issued shall, at the direction of the District, be transferred to the Interest and Sinking Fund and applied to the payment of principal (or accreted value, as applicable) and interest on any outstanding general obligation bonds of the District. If, after payment in full of the general obligation bonds of the District, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

(e) Proceeds of the Bonds held by the Treasurer of either Humboldt or Trinity County shall be invested at the Treasurers' discretion pursuant to law and the investment policies of each respective County, as such policies exist at the time of investment.

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

(f) There shall be levied by each of the Humboldt County and Trinity County, within their own jurisdiction, on all the taxable property located in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in a proportionate amount pursuant to California Education Code Section 15260 sufficient, when taken together, for the District to pay the principal (or accreted value, as applicable) of and

interest on the Bonds when due, which monies when collected will be transferred to the Humboldt County Treasurer for deposit, and so deposited by the Humboldt County Treasurer in the Interest and Sinking Fund. Pursuant to Government Code Section 53515, general obligation bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, and such lien automatically arises without the need for any action or authorization by the District or its Board. In addition to any statutory lien, such amount collected by each of the Counties and held by the Humboldt County Treasurer on deposit in the Interest and Sinking Fund are hereby irrevocably pledged to secure the payment of the principal (or accreted value, as applicable) and redemption price of, and interest on, the Bonds in accordance with Government Code Section 5451. The monies in the Interest and Sinking Fund, to the extent necessary for the District to pay the principal (or accreted value, as applicable) of and interest on the Bonds as the same becomes due and payable, shall be transferred by the Humboldt County Treasurer to the Paying Agent for subsequent disbursement to the beneficial owners of the Bonds. Any monies remaining in the Interest and Sinking Fund one (1) year after the Bonds and the interest thereon or maturity value thereof have been paid at maturity, or provision for such payment has been made, shall be transferred to the general fund of the District. Pursuant to California Education Code Section 15232 the Auditor-Controllers of each of the Humboldt County and Trinity County and other appropriate officers of each of the Counties are requested to include within the tax levy of their respective Counties, a proportionate amount sufficient, when taken together, for the District to pay the Paying Agent annually for paying the Bonds elsewhere than at the office of the Humboldt County Treasurer. Pursuant to such provision, the District has authorized the application of amounts in the Interest and Sinking Fund to reimburse the Humboldt County Treasurer for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Bonds under the District Resolution.

SECTION 8. Redemption Provisions.

(a) *Optional Redemption.* The Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement; provided, however, that in accordance with the Bond Law and Section 15144.2 of the California Education Code, any Bonds issued as Capital Appreciation Bonds that mature more than ten (10) years from its delivery date shall be subject to redemption, at the option of the District, with or without premium, at any time or from time to time, beginning no later than the tenth (10th) anniversary of the its delivery date, as further set forth in the Bond Purchase Agreement. Subject to the foregoing, the Bond Purchase Agreement may provide that the Bonds shall not be subject to optional redemption, and/or may provide separate and distinct redemption provisions for the Current Interest Bonds and the Capital Appreciation Bonds. If less than all of the Bonds (Current Interest Bonds and Capital Appreciation Bonds, as applicable), if any, are subject to such redemption and are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(b) *Mandatory Sinking Fund Redemption.* The Bonds, if any, which are designated in the Bond Purchase Agreement as “Term Bonds” shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity optionally redeemed in accordance with the provisions hereof prior to the mandatory sinking fund payment date.

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

(c) *Notice of Redemption.* Notice of any redemption of the Bonds shall be mailed by the Paying Agent, postage prepaid, not less than twenty (20) nor more than sixty (60) days prior to the redemption date, (i) by first class mail to Humboldt County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the Bonds and the dates of maturity or maturities of Bonds to be redeemed; (vi) if less than all of the Bonds of any maturity are to be redeemed, the distinctive numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Bonds will not accrue, or value on such Bonds will not accrete, after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Neither the failure of the Owners of any Bonds or by any securities depository or information service to receive notice of redemption, nor any defect in such notice will affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of interest or accretion on the date fixed for redemption.

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

(d) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall

affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of interest or accretion on the date fixed for redemption.

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

(e) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption monies are not available in the Interest and Sinking Fund of the District or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal (or accreted value, as applicable) of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given, except as to timing requirements. The actual receipt by the Owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

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

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of Authorized Denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(f) *Funds for Redemption.* Prior to or on the redemption date of any Bonds there shall be available in the Interest and Sinking Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal (or accreted value, as applicable) of, and interest and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Interest and Sinking Fund shall be

used for the purposes established and permitted by law. Any interest or accreted value due on or prior to the redemption date shall be paid from the Interest and Sinking Fund, unless otherwise provided to be paid from such monies held in trust. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Interest and Sinking Fund or otherwise held in trust for the payment of redemption price of the Bonds, the monies shall be held in or returned or transferred to the Interest and Sinking Fund for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal (or accreted value, as applicable) of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

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

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

(ii) as to any Bond not canceled, surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal (or accreted value, as applicable) of and the applicable premium, if any, on any Bond, plus interest on such principal to the due date thereof (whether such due date be by reason of maturity or by acceleration or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) has been provided for by irrevocably depositing with the Paying Agent, in trust, and irrevocably appropriated and set aside exclusively for such payment, either (A) monies sufficient to make such payment or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will in the opinion of a certified public accountant delivered to Humboldt County, the Paying Agent, and the District, provide money sufficient to pay the initial principal or redemption price of and all unpaid interest or accreted value to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such initial principal or redemption price and interest or accreted value become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in this Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, or (C) a combination of both such monies and such Federal Securities; and all necessary and proper fees, compensation and expenses of the Paying Agent with respect to such deposit have been paid or the payment thereof has been provided for to the satisfaction of the Paying Agent.

At such time as a Bond is deemed to be no longer outstanding hereunder, such Bond shall cease to accrue interest or accrete value from the due date thereof (whether such due date be by reason of maturity or acceleration as aforesaid, or otherwise), and except for any payment from

such monies or Federal Securities set aside as aforesaid, shall no longer be secured by or entitled to the benefits of this Resolution.

(h) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest or accreted value on the Bonds and remaining unclaimed for one (1) year after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 9. Approval of Bond Purchase Agreement; Sale of Bonds. The Bonds will be sold by the Board of Supervisors on behalf of the District at negotiated sale to the Underwriter pursuant to the terms and conditions set forth in a Bond Purchase Agreement to be executed by both the County Officials on behalf of the District, and the District, substantially in the form on file with the District and the County (the “Bond Purchase Agreement”), with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer and County Official may approve, and which execution, and delivery thereof, shall conclusively evidence the approval by such Authorized Officer of the District and County Official; provided, however, that the maximum true interest cost on the Bonds and the Underwriter’s discount, shall not exceed the legal limit. The form of the Bond Purchase Agreement has been duly approved by the District, and said form is likewise hereby approved by the County.

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

SECTION 10. Limited Duties and Nonliability of County. The County, including the Board of Supervisors and officers, officials, agents and employees of the County, including the County Officials, shall undertake only those duties of the County under this Resolution and under the District Resolution which are specifically set forth in this Resolution and the District Resolution, and even during the continuance of an event of the District’s default with respect to the repayment of the Bonds, no implied covenants or obligations shall be read into this Resolution or the District Resolution against the County, including the Board of Supervisors and officers, officials, agents and employees of the County. The District shall defend, indemnify and hold harmless the County, its Board of Supervisors, and officers, officials, agents and employees of the County (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omissions related to the Bonds, except with regard to the responsibilities of the County under this Section 10. The District shall also reimburse the Indemnified Parties for any

legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

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

SECTION 11. County to Levy Tax. Although the Bonds are not a debt of either Humboldt County or Trinity County, each Board of Supervisors and officers of each of the Counties are obligated by statute to provide for the levy and collection of property taxes in each year on properties within its respective jurisdiction and in the District in an amount proportionate to the properties within its jurisdiction and in the District as compared to all District properties subject to property tax, such that, when all taxes are so levied and collected by the Counties, they are sufficient to pay all principal (or accreted value, as applicable) and interest coming due on the Bonds in such year, and to pay, or provide for the payment, from such taxes all amounts due on the Bonds. The District has requested the Boards of Supervisors of each of Humboldt County and Trinity County to annually levy a tax upon all taxable property, within its respective jurisdiction and in the District, sufficient in the aggregate to redeem the Bonds, and to provide for the District's payment of the principal, redemption premium, if any, and interest or accreted value thereon as and when the same become due. Pursuant to California Education Code Section 15232 the Humboldt County and Trinity County Auditor-Controllers and other appropriate officers of each of the Counties have been requested to include within the tax levy an amount sufficient to pay the Paying Agent annually for paying the Bonds proportionate to the properties within their jurisdiction and in the District elsewhere than at the office of the Humboldt County Treasurer.

SECTION 12. Furnishing of Resolution. The Clerk of the Board of Supervisors is hereby authorized and directed to furnish certified copies of this Resolution to Bond Counsel, to the Treasurer, and to the District, immediately following the adoption hereof by the Board of Supervisors.

SECTION 13. Effective Date. This Resolution shall take effect immediately upon its passage.

* * * * *

The foregoing Resolution was **PASSED AND ADOPTED** by the Board of Supervisors of the County of Humboldt at a meeting held by the Board of Supervisors on [July 23, 2019] by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

This is to certify that a true and correct copy of the Resolution was adopted and approved at a regular meeting of the Board of Supervisors of the County of Humboldt.

Chairperson, Board of Supervisors of the
County of Humboldt

ATTEST:

Clerk of the Board of Supervisors

EXHIBIT A
ADOPTED DISTRICT RESOLUTION
[ATTACHED]

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT, CALIFORNIA

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF KLAMATH-TRINITY
JOINT UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS,
ELECTION OF 2016, SERIES B**

WHEREAS, an election was duly called and regularly held in the Klamath-Trinity Joint Unified School District (the “District”), in Humboldt County (“Humboldt County” or the “County”) and Trinity County (“Trinity County,” and together with Humboldt County, the “Counties”), State of California, on June 7, 2016 (the “2016 Election”), and thereafter canvassed pursuant to law; and

WHEREAS, at such 2016 Election there was submitted to and approved by the vote of at least 55 percent (55%) of the voters of the District casting a vote on the question in the form of Measure “D,” as to the issuance and sale of General Obligation Bonds of the District for various purposes in the maximum principal amount of \$6,500,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “2016 Authorization”), to wit:

“To improve the quality of education with funding that cannot be taken by the state; make health and safety improvements, including mold, lead, and asbestos abatement; upgrade inadequate electrical systems; modernize outdated classrooms, restrooms and school facilities; and improve student access to computers and modern technology; shall the Klamath-Trinity Joint Unified School District issue \$6,500,000 of bonds at legal interest rates, have an independent citizens’ oversight committee and have NO money used for administrative or teacher salaries?”

WHEREAS, bonds of the District are authorized to be issued and sold pursuant to the provisions of Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code (the “Bond Law”); and

WHEREAS, the District Board has duly adopted and submitted to the Board of Supervisors, a resolution (the “District Resolution”) requesting the Board of Supervisors to issue and sell, in the name and on behalf of the District, a second series of bonds under the 2016 Authorization (the “Bonds”), and prescribing the terms of the Bonds, in the aggregate principal amount of not to exceed \$3,300,000. The District Resolution is attached hereto as ***Exhibit A*** and made a part hereof; and

WHEREAS, the Board of Supervisors, in reliance upon the representations of the District, desires to issue and sell the Bonds in the aggregate principal amount of not to exceed \$3,300,000, in the name and on behalf of the District, in conformity with this Resolution, the District Resolution, and the Bond Law; and

WHEREAS, a form of the Bond Purchase Agreement to sell the Bonds has been duly approved by the District Board, and is on file with the Clerk of the Board of Supervisors; and

WHEREAS, the District desires that the Counties levy and collect a tax on all taxable property within the District, in their respective counties, sufficient to provide for the District's payment of the Bonds, and has notified the Board of Supervisors of each of the Counties, the Auditor-Controller of each of the Counties, the Treasurer-Tax Collector of each of the Counties and other officials of the Counties that they should take such actions as shall be necessary to provide for such levy and collection of such a tax and payment of the Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Humboldt, as follows:

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

SECTION 2. Interpretation; Definitions. Unless the context clearly otherwise indicates or unless otherwise defined herein, the capitalized terms used in this Resolution have the meanings given them in the District Resolution.

SECTION 3. Delegation of Authority. The Chairperson of the Board of Supervisors, the Clerk of the Board of Supervisors, and the Treasurer-Tax Collector of the County (each a "County Official"), or their deputies or designees, are each hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise carry out, give effect to and comply with the terms and intent of this Resolution and of the District Resolution. Such actions heretofore taken by such County Officials are hereby ratified, confirmed and approved.

SECTION 4. Purpose, Authorization and Designation of the Bonds. Pursuant to the Bond Law, the District Resolution, and this Resolution, Bonds of the District shall be issued and sold by the Board of Supervisors, on behalf and in the name of the District, in the aggregate

principal amount of not to exceed Three Million Three Hundred Thousand (\$3,300,000.00) for the purposes of refinancing school facilities as specified in the ballot proposition Measure “D” authorizing the Bonds (the “Project”); to fund capitalized interest on the Bonds; and to pay the costs of issuing the Bonds. The Bonds shall be issued in one series designated “Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2016, Series B” (or, if more than one series is issued, with such additional series designation).

SECTION 5. Form of Bonds; Execution.

(a) *Form of Bonds.* The Bonds shall be issued in fully registered form without coupons. The form of Bonds, including the certificates of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the forms set forth in the District Resolution, respectively, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution and the District Resolution. Such form of Bonds attached to the District Resolution is hereby approved by this Board of Supervisors.

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

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

SECTION 6. Term of Bonds. The Bonds shall be issued in one series designated “Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2016, Series B” (or, if more than one series is issued, with such additional series designation). The Bonds shall be issued as Current Interest Bonds, including term bonds, unless otherwise provided in the Bond Purchase Agreement.

Only the Bonds that bear a certificate of authentication and registration in the form prescribed by the District Resolution, manually signed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of the District Resolution or this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of the District or this Resolution.

The principal of the Bonds, and interest and premium (if any) on the Bonds, shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

The Bonds shall be issued as fully registered bonds without coupons. The Bonds shall be dated their date of delivery.

The Bonds shall be sold as provided in Section 10 hereof; notwithstanding anything herein to the contrary, the terms of the Bonds as set forth in the District Resolution and this Resolution may be amended prior to delivery in accordance with the provisions of the Bond Purchase Agreement, as approved and executed by an Authorized Officer of the District on behalf of the District, and a County Official.

(a) *Denominations.* The Bonds shall be issued in denominations of \$5,000 or integral multiples thereof (“Authorized Denominations”).

(b) *Maturity.* The Bonds are expected to mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as finally set forth in the Bond Purchase Agreement. No Bond shall have principal maturing on more than one principal maturity date.

(c) *Interest.* Interest on the Bonds (including the final interest payment upon maturity or redemption) is payable by check or draft of the Paying Agent mailed to the Owner thereof at such Owner’s address as it appears on the Bond Register 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 Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to such account as shall be specified in such written request. The Bonds shall bear interest at the rate or rates not to exceed a maximum true interest cost as permitted by law, payable on February 1 and August 1 of each year commencing August 1, 2019, through August 1 of their final maturity (each an “Interest Payment Date”) unless provisions to the contrary are provided in the Bond Purchase Agreement. The actual interest rate or rates and the actual maturity schedule shall be fixed at the time of sale and shown in the Bond Purchase Agreement and final Official Statement. The interest on the Bonds payable on the Interest Payment Dates in each year shall be computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding

the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Bond, interest is in default on any outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds.

SECTION 7. Delivery of Bonds, Disposition of Proceeds of the Bonds, Security for the Bonds.

(a) The proper officials of the District and the County shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered to the Underwriter upon payment of the purchase price in immediately available funds.

(b) Proceeds from the sale of the Bonds, in the amount specified in the Bond Purchase Agreement, shall be delivered to the Escrow Agent for deposit to the related escrow fund held under the Escrow Agreement, as may be specified in the Bond Purchase Agreement.

(c) A portion of the proceeds from the sale of the Bonds, representing the interest due with respect to the Bonds and as shown in the Bond Purchase Agreement and Official Statement, the accrued interest, if any, and any premium received by the District from the sale of the Bonds (if any, after all or a portion of Underwriter's discount or costs of issuance are paid from such premium as set forth in the Bond Purchase Agreement) shall be kept separate and apart in the fund established and designated as the "Klamath-Trinity Joint Unified School District General Obligation Bonds, Election of 2016, Series B, Interest and Sinking Fund" (the "Interest and Sinking Fund") for the Bonds, to be held by the Auditor-Controller of Humboldt County and used only for payments of principal and interest on the Bonds. Interest earned on investments of monies held in the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used to pay principal and interest when due.

(d) Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which Bonds are being issued shall, at the direction of the District, be transferred to the Interest and Sinking Fund and applied to the payment of principal and interest on any outstanding general obligation bonds of the District. If, after payment in full of the general obligation bonds of the District, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

(e) Proceeds of the Bonds held by the Treasurer of either Humboldt or Trinity County shall be invested at the Treasurers' discretion pursuant to law and the investment policies of each respective County, as such policies exist at the time of investment.

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

(f) There shall be levied by each of the Humboldt County and Trinity County, within their own jurisdiction, on all the taxable property located in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in a proportionate amount pursuant to California Education Code Section 15260 sufficient, when taken together, for the District to pay the principal of and interest on the Bonds when due, which monies when collected will be transferred to the Humboldt County Treasurer for deposit, and so deposited by the Humboldt County Treasurer in the Interest and Sinking Fund. Pursuant to Government Code Section 53515, general obligation bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, and such lien automatically arises without the need for any action or authorization by the District or its Board. In addition to any statutory lien, such amount collected by each of the Counties and held by the Humboldt County Treasurer on deposit in the Interest and Sinking Fund are hereby irrevocably pledged to secure the payment of the principal and redemption price of, and interest on, the Bonds in accordance with Government Code Section 5451. The monies in the Interest and Sinking Fund, to the extent necessary for the District to pay the principal of and interest on the Bonds as the same becomes due and payable, shall be transferred by the Humboldt County Treasurer to the Paying Agent for subsequent disbursement to the beneficial owners of the Bonds. Any monies remaining in the Interest and Sinking Fund one (1) year after the Bonds and the interest thereon or maturity value thereof have been paid at maturity, or provision for such payment has been made, shall be transferred to the general fund of the District. Pursuant to California Education Code Section 15232 the Auditor-Controllers of each of the Humboldt County and Trinity County and other appropriate officers of each of the Counties are requested to include within the tax levy of their respective Counties, a proportionate amount sufficient, when taken together, for the District to pay the Paying Agent annually for paying the Bonds elsewhere than at the office of the Humboldt County Treasurer. Pursuant to such provision, the District has authorized the application of amounts in the Interest and Sinking Fund to reimburse the Humboldt County Treasurer for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Bonds under the District Resolution.

SECTION 8. Redemption Provisions.

(a) *Optional Redemption.* The Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Bonds shall not be subject to optional redemption, and/or may provide separate and distinct redemption provisions for the Bonds. If less than all of the Bonds, if any, are subject to such redemption and are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(b) *Mandatory Sinking Fund Redemption.* The Bonds, if any, which are designated in the Bond Purchase Agreement as "Term Bonds" shall also be subject to redemption prior to their

stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity optionally redeemed in accordance with the provisions hereof prior to the mandatory sinking fund payment date.

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

(c) *Notice of Redemption.* Notice of any redemption of the Bonds shall be mailed by the Paying Agent, postage prepaid, not less than twenty (20) nor more than sixty (60) days prior to the redemption date, (i) by first class mail to Humboldt County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the Bonds and the dates of maturity or maturities of Bonds to be redeemed; (vi) if less than all of the Bonds of any maturity are to be redeemed, the distinctive numbers of the Bonds of each maturity to be redeemed; (vii) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Neither the failure of the Owners of any Bonds or by any securities depository or information service to receive notice of redemption, nor any defect in such notice will affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption.

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

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

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

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

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

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of Authorized Denominations equal in principal amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(f) *Funds for Redemption.* Prior to or on the redemption date of any Bonds there shall be available in the Interest and Sinking Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, and interest and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Interest and Sinking Fund shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Interest and Sinking Fund, unless otherwise provided to be paid from such monies held in trust. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Interest and Sinking Fund or otherwise held in trust for the

payment of redemption price of the Bonds, the monies shall be held in or returned or transferred to the Interest and Sinking Fund for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

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

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

(ii) as to any Bond not canceled, surrendered for cancellation or subject to cancellation or so purchased, when payment of the principal of and the applicable premium, if any, on any Bond, plus interest on such principal to the due date thereof (whether such due date be by reason of maturity or by acceleration or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) has been provided for by irrevocably depositing with the Paying Agent, in trust, and irrevocably appropriated and set aside exclusively for such payment, either (A) monies sufficient to make such payment or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will in the opinion of a certified public accountant delivered to Humboldt County, the Paying Agent, and the District, provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in this Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, or (C) a combination of both such monies and such Federal Securities; and all necessary and proper fees, compensation and expenses of the Paying Agent with respect to such deposit have been paid or the payment thereof has been provided for to the satisfaction of the Paying Agent.

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

(h) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest on the Bonds and remaining unclaimed for one (1) year after the

principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 9. Approval of Bond Purchase Agreement; Sale of Bonds. The Bonds will be sold by the Board of Supervisors on behalf of the District at negotiated sale to the Underwriter pursuant to the terms and conditions set forth in a Bond Purchase Agreement to be executed by both the County Officials on behalf of the District, and the District, substantially in the form on file with the District and the County (the “Bond Purchase Agreement”), with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer and County Official may approve, and which execution, and delivery thereof, shall conclusively evidence the approval by such Authorized Officer of the District and County Official; provided, however, that the maximum true interest cost on the Bonds and the Underwriter’s discount, shall not exceed the legal limits. The form of the Bond Purchase Agreement has been duly approved by the District, and said form is likewise hereby approved by the County.

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

SECTION 10. Limited Duties and Nonliability of County. The County, including the Board of Supervisors and officers, officials, agents and employees of the County, including the County Officials, shall undertake only those duties of the County under this Resolution and under the District Resolution which are specifically set forth in this Resolution and the District Resolution, and even during the continuance of an event of the District’s default with respect to the repayment of the Bonds, no implied covenants or obligations shall be read into this Resolution or the District Resolution against the County, including the Board of Supervisors and officers, officials, agents and employees of the County. The District shall defend, indemnify and hold harmless the County, its Board of Supervisors, and officers, officials, agents and employees of the County (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omissions related to the Bonds, except with regard to the responsibilities of the County under this Section 10. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

Notwithstanding anything stated to the contrary in this Resolution, the District Resolution, in the Bonds or in any other document mentioned herein, (a) the Bonds are not a debt of (or a pledge of the full faith and credit of) the County, including its Board of Supervisors,

officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, have no obligation to repay the Bonds; (b) the sole responsibilities of the Board of Supervisors of the County hereunder are to provide for the issuance and sale of the Bonds by adopting the this Resolution and participating in proceedings for sale, award, issuance and delivery of the Bonds in accordance therewith and herewith, and to levy a tax for the repayment of the Bonds, as provided in California Education Code Section 15250; (c) neither the County, this Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any other obligation or liability hereunder, by reason hereof or in connection with the transactions contemplated hereby other than as specified in the Bond Law; (d) the Bonds, including interest thereon, shall be payable solely from taxes levied by the Board of Supervisors of the County pursuant to California Education Code Section 15250; and (e) the County, including its Board of Supervisors, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties in connection with the above-described responsibilities, including levying the tax to repay the Bonds.

SECTION 11. County to Levy Tax. Although the Bonds are not a debt of either Humboldt County or Trinity County, each Board of Supervisors and officers of each of the Counties are obligated by statute to provide for the levy and collection of property taxes in each year on properties within its respective jurisdiction and in the District in an amount proportionate to the properties within its jurisdiction and in the District as compared to all District properties subject to property tax, such that, when all taxes are so levied and collected by the Counties, they are sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay, or provide for the payment, from such taxes all amounts due on the Bonds. The District has requested the Boards of Supervisors of each of Humboldt County and Trinity County to annually levy a tax upon all taxable property, within its respective jurisdiction and in the District, sufficient in the aggregate to redeem the Bonds, and to provide for the District's payment of the principal, redemption premium, if any, and interest thereon as and when the same become due. Pursuant to California Education Code Section 15232 the Humboldt County and Trinity County Auditor-Controllers and other appropriate officers of each of the Counties have been requested to include within the tax levy an amount sufficient to pay the Paying Agent annually for paying the Bonds proportionate to the properties within their jurisdiction and in the District elsewhere than at the office of the Humboldt County Treasurer.

SECTION 12. Furnishing of Resolution. The Clerk of the Board of Supervisors is hereby authorized and directed to furnish certified copies of this Resolution to Bond Counsel, to the Treasurer, and to the District, immediately following the adoption hereof by the Board of Supervisors.

SECTION 13. Effective Date. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was **PASSED AND ADOPTED** by the Board of Supervisors of the County of Humboldt at a meeting held by the Board of Supervisors on [July 23, 2019] by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

This is to certify that a true and correct copy of the Resolution was adopted and approved at a regular meeting of the Board of Supervisors of the County of Humboldt.

Chairperson, Board of Supervisors of the
County of Humboldt

ATTEST:

Clerk of the Board of Supervisors

EXHIBIT A
ADOPTED DISTRICT RESOLUTION
[ATTACHED]