

BOND PURCHASE CONTRACT

\$_____

WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
2009 GENERAL OBLIGATION BONDS,
(ELECTION OF 2005, SERIES ____)

_____, 2009

Board of Supervisors
County of Contra Costa

Board of Education
West Contra Costa County Unified School District

Ladies and Gentlemen:

The undersigned (the "Underwriter") offers to enter into this Bond Purchase Contract with the County of Contra Costa (the "County"), acting through its Treasurer-Tax Collector (the "County Treasurer"), and with the Board of Education of the West Contra Costa County Unified School District (the "District"), acting through its Associate Superintendent, Business Services. The offer made hereby is subject to acceptance by the County and the District by execution and delivery of this Bond Purchase Contract (the "Purchase Contract") to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, but it shall be irrevocable until such time as it is sooner accepted or rejected by the County and the District. Upon acceptance of this offer by the County and the District in accordance with the terms hereof, this Purchase Contract will be binding upon the County and the District and upon the Underwriter.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, covenants and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the County for offering to the public, and the County hereby agrees, on behalf of the District, to sell to the Underwriter for such purpose, all (but not less than all) of the above captioned Bonds (the "Series ____ Bonds"), at the Purchase Price designated in Appendix A hereto (the "Purchase Price"). The Underwriter's discount does not exceed ____%

of the principal amount of the Series ____ Bonds (excluding costs of issuance the Underwriter has agreed to pay pursuant to Section 10 hereof). Pursuant to Section 10(a) hereof, the Underwriter hereby agrees to pay costs of issuance of the Series ____ Bonds up to \$_____, from amounts retained by the Underwriter separate and apart from the discount retained. The all-in true interest cost for the Series ____ Bonds is _____%.

2. The Series ____ Bonds. The Series ____ Bonds shall be issued pursuant to Section 15100 and following of the Education Code of the State of California, and in accordance with Resolution No. _____ and Resolution No. _____ of the Board of Education of the District, adopted on July 8, 2009 (the “District Resolution”), and a Resolution of the Board of Supervisors of the County, adopted on July 21, 2009 (the “County Resolution”). The Series ____ Bonds shall conform in all respects to the terms and provisions set forth in the County Resolution, [in the Paying Agent Agreement, dated as of [August 1, 2009], by and among the District, the County and The Bank of New York Mellon Trust Company, N.A., as paying agent (the “Paying Agent Agreement”),] and in this Purchase Contract, including in Appendix A hereto.

The Series ____ Bonds which are current interest bonds shall be dated the date of their delivery, and shall mature on August 1 in each of the years, in the principal amounts, and pay interest at the rates, shown in Appendix A. Interest on the current interest Series ____ Bonds shall be payable on February 1 and August 1 of each year, commencing [February 1, 2010.]

The Series ____ Bonds which are capital appreciation bonds shall be dated the date of their delivery, and shall mature on August 1 in each of the years and in the redemption values at maturity (“maturity values”) shown in Appendix A. The initial principal (denominational) amounts of each maturity of the capital appreciation Series ____ Bonds shall be as shown in Appendix A. Interest on the capital appreciation Series ____ Bonds shall be compounded on February 1 and August 1 in each year, commencing [February 1, 2010.]

The Series ____ Bonds which are convertible capital appreciation bonds shall be dated the date of their delivery and shall have conversion dates of and mature on the dates, in each of the years, in the accreted amounts and in the maturity values shown in Appendix A. The initial principal (denominational) amounts of each maturity of the convertible capital appreciation Series ____ Bonds shall be as shown in Appendix A. Interest on the convertible capital appreciation Series ____ Bonds shall be compounded on February 1 and August 1 in each year, commencing [February 1, 2010.] From and after the respective Conversion Date of a convertible capital appreciation Series ____ Bond, such convertible capital appreciation Series ____ Bonds shall bear interest on its accreted value as of the Conversion Date, which shall be its maturity value, at an interest rate shown in Appendix A, payable commencing on the February 1 or August 1 following its Conversion Date, and thereafter on February 1 and August 1 in each year (or on such other initial and semiannual interest payment dates as shown in Appendix A, computed on the basis of a 360-day year of twelve (12) 30-day months. Following the Conversion Date with respect thereto, each convertible capital appreciation Series ____ Bond shall bear interest from the interest payment date next preceding the date of authentication thereof, unless it is authenticated as of a day during the period after the Record Date immediately preceding any interest payment date to and including such 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 following its Conversion Date, in which event it shall bear interest from its Conversion Date; provided, that if, at the time of authentication of any convertible capital appreciation Series ____ Bond, interest is in default on any outstanding convertible capital appreciation Series ____ Bonds, such convertible capital appreciation Series ____ Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on the outstanding Convertible Capital Appreciation Bonds.

The Series ____ Bonds shall otherwise be as described in the Official Statement of the District with respect to the Series ____ Bonds, dated _____, 2009 (the “Official Statement”).

The Series ____ Bonds shall be subject to optional and mandatory sinking fund redemption on the terms and at the times shown in Appendix A.

The Series ____ Bonds shall be in full book-entry form. One fully registered certificate for each maturity of the Series ____ Bonds which are current interest bonds and one fully registered certificate for each maturity of the Series ____ Bonds which are capital appreciation bonds and convertible capital appreciation bonds will be prepared and delivered as described in Section 9 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, NY (“DTC”), and will be made available to the Underwriter for inspection at such place as may be mutually agreed to by the Underwriter and the District, not less than one (1) business day prior to the Closing Date, as defined in Section 9 hereof. The Underwriter shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Series ____ Bonds, but neither the failure to print such number on any Series ____ Bond nor any error with respect thereto in the Bonds or in the Official Statement shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series ____ Bonds in accordance with the terms of this Purchase Contract.

3. Offering. The Underwriter hereby certifies that it has made a bona fide public offering of all the Series ____ Bonds as of the date hereof at the prices shown in the table attached to Appendix A hereto. On or prior to the Closing Date, the Underwriter shall provide the District with information regarding the prices at which a representative portion of each maturity of the Series ____ Bonds was sold to the public, in such form as the District and Bond Counsel may reasonably request, for purposes of determining the yield on the Series ____ Bonds.

The County hereby ratifies, approves, and confirms the distribution of this Purchase Contract and the County Resolution [and the Paying Agent Agreement], and the District hereby ratifies, approves, and confirms the distribution of this Purchase Contract and the Preliminary Official Statement of the District with respect to the Series ____ Bonds, dated _____, 2009 (together with the appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the “Preliminary Official Statement”), in connection with the public offering and sale of the Series ____ Bonds by the Underwriter.

The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement, and agrees that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board (“MSRB”) Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Series ____ Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to a national repository on or before the Closing Date, and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Series ____ Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission (“Rule 15c2-12”).

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

The District will deliver to the Underwriter within seven (7) business days from the date hereof, so many copies of the Official Statement of the District with respect to the Series ____ Bonds as the Underwriter shall reasonably request, signed by an authorized District representative, dated as of the date hereof, substantially in the form of the Preliminary Official Statement with such changes thereto as shall be approved by the Underwriter, which approval shall not be unreasonably withheld.

4. Representations and Agreements of the County. The County represents to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The County is a political subdivision duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The County is duly authorized and has full legal right, power and authority to issue, sell and deliver the Series ____ Bonds on behalf of the District, pursuant to the direction of the District contained in the District Resolution [and the Paying Agent Agreement], and to provisions of the laws of the State of California.

(c) The County has full legal right, power and authority to enter into this Purchase Contract [and the Paying Agent Agreement], to adopt the County Resolution and to observe and perform the covenants and agreements hereof and of the County Resolution to be observed and performed by the County.

(d) The County has duly adopted the County Resolution in accordance with the laws of the State; the County Resolution is in full force and effect and has not been amended, modified or rescinded and all representations of the County set forth in the County Resolution are true and correct on the date hereof; the County has duly authorized and approved the execution and delivery of the Series ____ Bonds and this Purchase Contract, and the observance and performance by the County through its officers and agents of its covenants and agreements contained in the Series ____ Bonds and this Purchase Contract required to have been observed or performed at or prior to the Closing Date; and the County has complied, and will at the Closing

be in compliance in all respects, with the obligations in connection with the issuance of the Series ____ Bonds on its part contained in this Purchase Contract, the County Resolution, and the Series ____ Bonds.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment will not, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. Representations and Agreements of the District. The District represents to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The District is a school district duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Purchase Contract [and the Paying Agent Agreement,] to adopt the District Resolution, and to observe and perform the covenants and agreements of hereof and of the District Resolution to be observed and performed by the District.

(c) The District has duly adopted the District Resolution in accordance with the laws of the State; the District Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the District set forth in the District Resolution are true and correct; the District has duly authorized and approved the execution and delivery of the Series ____ Bonds and this Purchase Contract, and the observance and performance by the District through its officers and agents of its covenants and agreements contained in the Series ____ Bonds and this Purchase Contract required to have been observed or performed at or prior to the Closing Date; and the District has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Series ____ Bonds on its part contained in this Purchase Contract, the District Resolution, and the Series ____ Bonds.

(d) The District represents to the Underwriter that the Preliminary Official Statement has been "deemed final" by the District as of its date within the meaning of paragraph (a)(2) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; in each case excluding therefrom any information contained therein relating to DTC or its book-entry only system, information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer-Tax Collector), information provided by the Underwriter concerning the reoffering of the Series ____ Bonds, as to all of

which the District expresses no view. The District disclaims any obligation after the date of Closing to update the Preliminary Official Statement and the Official Statement.

(f) The District will undertake, pursuant to the District Resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

(g) The District has, and has had, no financial advisory relationship with the Underwriter with respect to the Series ____ Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

6. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the County and the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District or the County with respect to the Series ____ Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking pursuant to Sections 5(f) and 7(a)(10) hereof to provide continuing disclosure with respect to the Series ____ Bonds is sufficient to effect compliance with Rule 15c2-12.

7. Conditions to Closing. (a) At or before Closing, and contemporaneously with the acceptance of delivery of the Series ____ Bonds, the District will provide to the Underwriter:

(1) a certificate, signed by an official of the District, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the Underwriter of the Series ____ Bonds to rely upon the Official Statement in connection with the resale of the Series ____ Bonds, excluding in each case any information contained in the Official Statement relating to DTC or its book-entry only system, information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to

funds of the District held by the County Treasurer-Tax Collector), information provided by the Underwriter concerning the reoffering of the Series ____ Bonds.

(2) a certificate, signed by an official of the County, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(3) a certificate or certificates, signed by appropriate officials of the District or the County or both, confirming to the Underwriter that, as of the date of this Purchase Contract and at the time of Closing, to the best of the knowledge of said official or officials, there is no litigation pending concerning the validity of the Series ____ Bonds, the legal existence of the District or the County, or the entitlement of the officers of the County who have signed the Series ____ Bonds, or the entitlement of the officers of the District who have signed the various certificates and agreements of the District relating to the issuance and sale of Series ____ Bonds, to their respective offices.

(4) a certificate or certificates, signed by an official of the District, confirming to the Underwriter that as of the Closing Date all of the representations of the District contained in this Purchase Contract are true, and that the District Resolution is in full force and effect and has not been amended, modified or rescinded.

(5) a certificate or certificates, signed by an official of the County, confirming to the Underwriter that as of the Closing Date all of the representations of the County contained in this Purchase Contract are true, and that the County Resolution is in full force and effect and has not been amended, modified or rescinded.

(6) the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel with respect to the issuance of the Series ____ Bonds ("Bond Counsel"), addressed to the District, approving the validity of the Series ____ Bonds, substantially in the form set forth as Appendix A to the Official Statement.

(7) a supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter, to the effect that the statements contained in the Official Statement in the sections entitled "INTRODUCTION – Tax Matters," "THE BONDS" (except under the headings "Investment of Bond Proceeds," "Estimated Sources and Uses of Funds," "Semiannual Debt Payments" and "Book-Entry Only System"), "LEGAL MATTERS- Tax Matters," and "APPENDIX A – FORM OF FINAL OPINION OF BOND COUNSEL," excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of the District Resolution, the County Resolution [and the Paying Agent Agreement], and the form and content of the opinion of Bond Counsel are accurate in all material respects.

(8) the opinion of Sidley Austin LLP, Disclosure Counsel with respect to the issuance of the Series ____ Bonds (“Disclosure Counsel”) to the District substantially in the form attached hereto as Appendix [B], subject to the satisfaction of the Underwriter dated the date of Closing and addressed to the District and the Underwriter.

(9) the duly executed Tax Certificate of the District, dated the date of Closing, in form satisfactory to Bond Counsel.

(10) the receipt of the County Treasurer-Tax Collector confirming payment by the Underwriter of the Purchase Price of the Series ____ Bonds.

(11) the Continuing Disclosure Certificate of the District, in substantially the form attached to the Preliminary Official Statement.

(12) the letters of [Moody’s Investors Service, Fitch Ratings and Standard & Poor’s Ratings Service] to the effect that such rating agencies have rated the Series ____ Bonds “____” and “____”, respectively (or such other equivalent rating as each such rating agency may give), and that each such rating has not been revoked or downgraded.

(13) a certified copy of the adopted District Resolution and the adopted County Resolution.

(14) an executed copy of the Official Statement.

(15) an executed copy of this Purchase Contract.

(16) [an executing copy of the Paying Agent Agreement.]

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the Series ____ Bonds and the payment of the Purchase Price thereof, the Underwriter will provide to the District:

(1) the receipt of the Underwriter, in form satisfactory to the District and the County and signed by an authorized officer of the Underwriter, confirming delivery of the Series ____ Bonds to the Underwriter and the satisfaction of all conditions and terms of this Purchase Contract by the District and the County, respectively, and confirming to the District and the County that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Contract are true and correct in all material respects.

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Series ____ Bonds have been reoffered to the public, as described in Section 3 hereof.

8. Termination. (a) By District or County. In the event of the District’s failure to cause the Series ____ Bonds to be delivered at the Closing, or inability of the District or the County to satisfy the conditions to the obligations of the Underwriter contained herein (unless waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate.

(b) By Underwriter.

(1) Excused. The Underwriter may terminate this Purchase Contract, without any liability therefor, by notification to the District and the County if as of the Closing Date any of the following shall have had a material adverse effect on the marketability or market price of the Series ____ Bonds, in the reasonable opinion of the Underwriter, upon consultation with the District and the County:

(A) There shall have occurred and be continuing the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California;

(B) There shall be in force a general suspension of trading or other material restrictions not in force as of the date hereof on the New York Stock Exchange or other national securities exchange;

(C) Legislation shall have been enacted by the Congress of the United States, or passed by and still pending before either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to and still pending before either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, with respect to federal taxation of interest received on securities of the general character of the Series ____ Bonds (exclusive of the Build America Bonds), or legislation shall have been enacted by the State of California which renders interest on the Series ____ Bonds not exempt from State of California personal income taxes;

(D) The formal declaration of war by Congress or a major escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States.

(E) Legislation shall have been enacted, or a decision of a court of the United States shall have been rendered or any action shall have been taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series ____ Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the County Resolution [or the Paying Agent Agreement] to be qualified under the Trust Indenture Act of 1939, as amended; or

(F) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose and there shall be in effect, as to the Series ____ Bonds or obligations of the general character of the Series ____ Bonds, any material restrictions not now in force, or increase materially those

now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, underwriters.

(2) Unexcused. In the event the Underwriter shall fail (other than for a reason permitted by this Purchase Contract) to pay for the Series ____ Bonds upon tender of the Series ____ Bonds at the Closing, the Underwriter shall have no right in or to the Series ____ Bonds.

9. Closing. At or before 9:00 a.m., California time, [August 25, 2009], or at such other date and time as shall have been mutually agreed upon by the County, the District, and the Underwriter (the "Closing Date"), the District will deliver or cause to be delivered to the Underwriter the Series ____ Bonds in book-entry form duly executed by the County, together with the other documents described in Section 7(a) hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Series ____ Bonds as set forth in Section 1 hereof in immediately available funds by federal funds wire, in an aggregate amount equal to such Purchase Price, plus accrued interest, if any, on the Series ____ Bonds from the date thereof to the date of such payment, and shall deliver to the District the other documents described in Section 7(b) hereof, as well as any other documents or certificates Bond Counsel shall reasonably require.

Payment for the delivery of the Series ____ Bonds as described herein shall be made at the offices of _____ in _____, _____, or at such other place as shall have been mutually agreed upon by the County and the Underwriter. The Series ____ Bonds will be delivered through the facilities of DTC in New York, New York, or at such other place as shall have been mutually agreed upon by the County, the District, and the Underwriter. All other documents to be delivered in connection with the delivery of the Bonds shall be delivered at the offices of Orrick, Herrington & Sutcliffe LLP, San Francisco, California. Such payment and delivery is herein called the "Closing" and the date thereof the "Closing Date".

10. Expenses. (a) The Underwriter shall pay costs of issuance of the Series ____ Bonds in an amount not to exceed \$_____, which may include any of the following: (i) the cost of the preparation and reproduction of the District Resolution and the County Resolution; (ii) the fees and disbursements of the District's financial advisor with respect to the Series ____ Bonds; (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iv) the costs of the preparation, printing and delivery of the Series ____ Bonds; (v) the costs of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (vi) initial rating fees of [Standard & Poor's Ratings Services, Fitch Ratings and Moody's Investors Service]; and (vii) fees and expenses of the Paying Agent for the Series ____ Bonds. Any such costs or other District expenses in excess of the stated amount shall be the responsibility of the District.

(b) All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the Series ____ Bonds and their public offering and distribution shall be borne by the Underwriter, including, but not limited to (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) fees required to be paid to the California Debt and Investment Advisory Commission ("CDIAC"); (v) fees required to be paid to The Securities Industry and

Financial Markets Association (SIFMA); (vi) MSRB fees; (vii) costs or fees of qualifying the Series ____ Bonds for offer and sale in various states chosen by the Underwriter and the costs or fees of preparing Blue Sky or legal investment memoranda to be used in connection therewith; and (viii) fees of any counsel to the Underwriter.

11. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the introductory paragraph hereof) may be given to by delivering the same in writing to any party at the respective addresses given below, or such other address as the District, the County or the Underwriter may designate by notice to the other parties.

To the District: West Contra Costa County Unified School District
1108 Bissel Avenue
Richmond, CA 94801
Attn: Associate Superintendent for Business Services

To the County: County of Contra Costa
651 Pine Street, Room 100-102
Martinez, CA 94553
Attn: Treasurer-Tax Collector

To the Underwriter: _____

Attn: _____

12. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

13. Parties in Interest. This Purchase Contract when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District, and the Underwriter, and is solely for the benefit of the County, the District, and the Underwriter (including the successors or assigns thereof). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Purchase Contract of each of the parties hereto shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Series ____ Bonds hereunder, or (b) any termination of this Purchase Contract.

14. Headings. The headings of the paragraphs and sections of this Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Superintendent of the District or authorized delegate and by the County Treasurer-Tax Collector or authorized deputy, and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

Respectfully submitted,

By: _____
Authorized Officer

Accepted: _____, 2009

WEST CONTRA COSTA COUNTY UNIFIED
SCHOOL DISTRICT

Time: _____ p.m.

By: _____
Associate Superintendent, Business Services

Accepted: _____, 2009

COUNTY OF CONTRA COSTA

Time: _____ p.m.

By: _____
County Administrator

PURCHASE CONTRACT APPENDIX A

**TERMS OF THE
WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
2009 GENERAL OBLIGATION BONDS,
(ELECTION OF 2005, SERIES A)**

Purchase Price. Subject to the provisions of the Purchase Contract to which this Appendix A is attached, the Purchase Price for all of the West Contra Costa County Unified School District 2009 General Obligation Bonds (Election of 2005, Series ____) (the “Series ____ Bonds”) shall be \$_____.

Said Purchase Price was computed as follows:

Principal amount of current interest Series ____ Bonds	\$_____
Initial principal (denominational) amount of capital appreciation Series ____ Bonds	_____
Initial principal (denominational) amount of convertible capital appreciation Series ____ Bonds	_____
Principal amount of Series ____ Bonds (Build America Bonds)	_____
<i>Plus</i> original issue premium:	_____
Total Bond Proceeds:	\$_____
<i>Less</i> underwriter’s discount	(_____)
Purchase Price:	\$_____

I. Payment Provisions of the Series ____ Bonds

Current Interest Series ____ Bonds. The current interest Series ____ Bonds shall be issued in the principal amounts, bear interest at the respective rates per annum, and mature in the amounts and in the years, specified in Schedule A attached hereto.

Capital Appreciation Series ____ Bonds. The capital appreciation Series ____ Bonds shall be issued in the initial principal (denominational) amounts, mature in the maturity values and in the years, and increase in value by accumulating interest at the interest rates, as specified in Schedule A attached hereto.

Convertible Capital Appreciation Series ____ Bonds. The convertible capital appreciation Series ____ Bonds shall be issued in the initial principal (denominational) amounts, mature in the maturity values and in the years, and increase in value by accumulating interest at the interest rates, as specified in Schedule A attached hereto.

Series ____ Bonds (Build America Bonds). The Series ____ Bonds (Build America Bonds) shall be issued in the principal amounts, bear interest at the respective rates per annum, and mature in the amounts and in the years, specified in Schedule A attached hereto.

II. Optional Redemption

Current Interest Series _____ Bonds. The current interest Series ____ Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturity dates. The current interest Series ____ Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part by lot within each maturity on any date on or after August 1, 20__, at a redemption price equal to the principal amount of current interest Series ____ Bonds called for redemption, plus accrued interest thereon to the date of redemption, without premium. The District may select amounts, coupons and maturities for redemption in its sole discretion.

Capital Appreciation Series _____ Bonds. The capital appreciation Series ____ Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their stated maturity dates. The capital appreciation Series ____ Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part by lot within each maturity on any date on or after August 1, 20__, at a redemption price equal to ____% of the accreted value as of the date of redemption (as set forth in Appendix [____] of the Official Statement) of the capital appreciation Series ____ Bonds called for redemption. The District may select amounts and maturities for redemption in its sole discretion.

Convertible Capital Appreciation Series _____ Bonds. The convertible capital appreciation Series ____ Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their stated maturity dates. The capital appreciation Series ____ Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part by lot within each maturity on any date on or after August 1, 20__, at a redemption price equal to ____% of the accreted value as of the date of redemption (as set forth in Appendix [____] of the Official Statement) of the convertible capital appreciation Series ____ Bonds called for redemption. The District may select amounts and maturities for redemption in its sole discretion.

Series _____ Bonds (Build America Bonds). The Series ____ Bonds (Build America Bonds) maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturity dates. The current interest Series ____ Bonds maturing on and after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part by lot within each maturity on any date on or after August 1, 20__, at a redemption price equal to the principal amount of current interest Series ____ Bonds called for redemption, plus accrued interest thereon to the date of redemption, without premium. The District may select amounts and maturities for redemption in its sole discretion.

III. Mandatory Sinking Fund Redemption

The current interest Series ____ Bonds maturing on August 1, 20__ and bearing interest at the rate of _____ percent (____%) are also subject to mandatory sinking fund redemption on each August 1, on and after August 1, 20__, in the respective principal amounts as set forth in the following schedule, at a redemption price equal to [100%] of the principal amount thereof to be redeemed, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount To be Redeemed
20__	\$_____
20__ [†]	_____

[†] Maturity.

SCHEDULE A
WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
2009 GENERAL OBLIGATION BONDS,
(ELECTION OF 2005, SERIES ____)

[attached pricing sheets provided by KNN Public Finance]

[TO COME]

PURCHASE CONTRACT APPENDIX B
FORM OF OPINION OF DISCLOSURE COUNSEL