

\$ _____
ANTIOCH UNIFIED SCHOOL DISTRICT
(Contra Costa County, California)
2009-10 Tax and Revenue Anticipation Notes

NOTE PURCHASE AGREEMENT

_____, 2010

Board of Supervisors
 Contra Costa County
 651 Pine Street, 11th Floor
 Martinez, CA 94533

Board of Education
 Antioch Unified School District
 510 G Street
 Antioch, CA 94509

Ladies and Gentlemen:

The undersigned, _____ (the "Underwriter"), acting on behalf of itself, offer to enter into this agreement with Contra Costa County, California (the "County"), and the Antioch Unified School District (the "District"), which, upon your acceptance hereof, will be binding upon the District, the County and the Underwriter. This offer is made subject to the acceptance of the Note Purchase Agreement by the County and the District and written delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., Pacific Time, on the day next proceeding the day of Closing, as hereinafter defined.

1. Purchase and Sale of the Notes. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the District's 2009-10 Tax and Revenue Anticipation Notes (the "Notes") issued in the name of the District by the County; provided, that during the period from the execution of the Note Purchase Agreement to and including the Closing date thereof, the District may retain the right to reduce the aggregate principal amount of the Notes in order to comply with applicable federal tax law once determined.

The Notes shall be dated the date of delivery thereof, which date is anticipated to be _____, 2010, shall bear interest at a rate of ____% per annum (payable at maturity), and shall mature on _____. The purchase price to be paid by the Underwriter for the Notes shall include a premium offered by the Underwriter for purchase of the Notes of \$_____, less an Underwriter's discount of \$_____, making the net purchase price for the Notes \$_____. The reoffering price of the Notes is _____%, to yield _____%.

2. The Notes. The Notes shall be described in, and shall be issued and secured pursuant to the provisions of the Resolution of the County adopted April 13, 2010 (the "County

Resolution”), at the request of the District pursuant to a resolution adopted March 24, 2010 (the “District Resolution”) (collectively, the “Resolutions”), and Article 7.6, Chapter 4, Part 1, Division 2, Title 5 (commencing with section 53850) of the California Government Code (the “Act”).

3. Use of Documents. The District hereby approves and authorizes the Underwriter to use, in connection with the offer and sale of the Notes, this Note Purchase Agreement and an official statement, in a form to be jointly approved by the District and the Underwriter (which, together with all appendices thereto and with such changes therein and supplements thereto consented to by the Underwriter, is herein called the “Official Statement”), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transaction contemplated by this Note Purchase Agreement.

4. Public Offering of the Notes. The Underwriter agrees to make a bona fide public offering of all the Notes. A certificate is being delivered by the Underwriter in connection with the issuance of the Notes (and as a condition of closing) wherein the Underwriter states and certifies to the District that the initial reoffering price of the Notes to the general public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers), at which price at least ten percent (10%) of the Notes were sold, is as set forth on the cover page of the Official Statement.

Subsequent to such initial public offering, the underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Notes.

5. Delivery of Official Statement. Prior to the closing, the District shall deliver to the Underwriter such reasonable number of the Official Statement (as supplemented and amended from time to time) as the Underwriter shall reasonably request as necessary to comply with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”) and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The District agrees to deliver such Official Statement within seven (7) business days after the execution thereof. The Underwriter will not confirm the sale of any Notes unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

6. Closing. At 8:00 A.M., Pacific Time, on _____, 2010, or such other time or such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District will deliver to the Underwriter, through the facilities of the Depository Trust Company in New York, New York, or at such other place as the District and the Underwriter may mutually agree upon, the Notes in definitive form, duly executed, together with other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds to the order of the County on behalf of the District. The Notes will be initially issued in the form of a separate single fully registered note. Upon initial issuance, the ownership of such Notes shall be registered in the registration books kept at the County in the name of Cede & Co., as the nominee of the Depository Trust Company. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever, the Notes shall not have been delivered by the District to the Underwriter prior to the close of business, Pacific Time on March 9, 2010, then the obligation to purchase Notes hereunder shall terminate and be of no further force or effect with respect to the obligations of the District and the Underwriter under Section 11 hereof.

7. Representations, Warranties and Agreements of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) The County is a political subdivision duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Notes pursuant to the Act.

(b) At or prior to the Closing, (i) the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes; (ii) the County has full legal right, power and authority to enter into this Note Purchase Agreement and to adopt the County Resolution, and the County has full legal right, power and authority to issue and deliver the Notes to the Underwriter in the name of the District and the County has full legal right, power and authority to perform its obligations under each such document or instrument, and to carry out and effectuate the transaction contemplated by this Note Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of the obligations contained in the Note, the Resolutions and this Note Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Note Purchase Agreement constitutes a valid and legally binding obligation of the County; and, (v) the County has authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement.

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Notes for offer and sale under the Blue Sky and or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may designate.

(d) The issuance of the Notes, the execution, delivery and performance of this Note Purchase Agreement, the Resolutions and the Notes, and compliance with the provisions hereof do not conflict with or constitute on the part of the County a violation of or a default under, the Constitution of the State or any other existing law, charter, ordinance, regulation, decree order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party or by which it is bound or to which it is subject.

(e) Except as disclosed in the Official Statement dated January 26, 2010, to my knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending, or threatened against the Board which:

(i) affects the existence of the Board or in any way challenges the respective powers of the several offices or the titles of the officials of the Board to such offices,

(ii) seeks to restrain or enjoin the sale, issuance or delivery of any of the Notes, the application of the proceeds of the sale of the Notes, or the collection of revenues of the District pledged or to be pledged or available to pay the principal of and interest on the Notes, or the pledge thereof, or in any way contests or affects the validity or enforceability of the Notes, the Resolution, or contests the powers of the Board or its authority with respect to the Notes or the Resolution, or

(iii) in the event of a final adverse decision could (A) materially adversely affect the operations of the County or the consummation of the transactions contemplated by the Resolution, (B) adversely affect the exemption of the interest paid on the Notes from federal income and California personal income taxation.

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

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

(a) The District is a school district duly organized and validly existing under the laws of the State, with the power to request the issuance of the Notes pursuant to the Act.

(b) At or prior to the Closing, (i) the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes; (ii) the District has full legal right, power and authority to enter into this Note Purchase Agreement and to adopt the District Resolution, and the District has full legal right, power and authority to perform its obligations under each such document or instrument, and to carry out and effectuate the transaction contemplated by this Note Purchase Agreement and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Notes, the Resolutions and this Note Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Note Purchase Agreement constitutes a valid and legally binding obligation of the County and the District; and (v) the County and the District have each authorized the consummation by it of all transactions contemplated by this Note Purchase Agreement.

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or government agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Notes for offer and sale under the Blue Sky and or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may designate.

(d) The issuance of the Notes, the execution, delivery and performance of this Note Purchase Agreement, the Resolutions and the Notes, and compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State or any other existing law, charter, ordinance, regulation, decree order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(e) To the best of the District's knowledge, no action, suit, proceeding, hearing or investigation is pending or (to the knowledge of the District) threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Notes, the application of the proceeds of the sale of the Notes, or the collection of the revenue or assets of the District pledged or available to pay the principal and interest on the Notes, or the Pledge thereof, or in any way contesting or affecting the validity or enforceability of the Notes, this Note Purchase Agreement or the Resolutions or contesting the powers of the District or its authority with respect to the Notes, the Resolutions or this Note Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Note Purchase Agreement and the Resolutions, (b) declare this Note Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Notes from

gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(f) Between the date hereof and the date of the Closing, the District has not, without prior written consent of the Underwriter, borrowed any additional moneys except for such borrowings as may be described in or contemplated by the official Statement.

(g) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(h) The information contained in the Official Statement, as of its date and as of the date of Closing, does not and will not contain an untrue statement of a material fact or omit to state a material fact necessary, in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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

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

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

(b) The District will apply the proceeds from the sale of the Notes for the purposes specified in the Resolutions; and

(c) For a period of 90 days after the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Notes for sale, the District will adopt any amendment of or supplement to the Official Statement if any event relating to or affecting the District shall occur as a result of which it is necessary to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to the purchaser. Any information supplied by the District for inclusion in any amendment or supplement to the Official Statement will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

10. Conditions and Closing. The Underwriter has entered into this Note Purchase Agreement in reliance upon the representations and warranties of the County and the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Note Purchase Agreement are and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(a) The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects as of the date hereof and as of the date of Closing, as if made at and as of the Closing, and the statements made in all certificates

and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the County and the District shall be in compliance with each of the agreements made by it in this Note Purchase Agreement.

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

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

(d) No order, decree or injunction of any court of competent jurisdiction, nor any order, ruling or regulation of the Securities and Exchange Commission, shall have been issued or made with the purpose or effect of prohibiting the issuance, offering or sale of the Notes as contemplated hereby and no legislation shall have enacted, or a bill favorably reported for adoption, or a decision by a court established under Article III of the Constitution of the United States rendered, or a ruling, regulation, proposed regulation or official statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or issued, to the effect that the Notes or any securities of the County or of any similar body of the type contemplated herein are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Trustee Indenture Act of 1939, as amended and as then in effect.

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

(1) An approving opinion of Bond Counsel, as to the Notes, addressed to the District

(2) A letter setting forth that the Underwriter can rely upon the approving opinion of Bond Counsel.

(3) A certificate signed by appropriate officials of the District to the effect that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending, or to his or her knowledge, threatened against the District or contesting in any way the completeness or accuracy of the Official Statement (but in lieu of or in conjunction with such certification the Underwriter may, at its sole discretion, accept certificates, opinions of the District Counsel or Bond Counsel, that in their opinion the issues raised in any such pending or threatened litigation are without substance and that the contentions of all plaintiffs therein are without merit).

(4) A certificate signed by appropriate officials of the County and the District to the effect that (i) the representation, agreements and warranties of the County and the

District herein are true and correct in all material respects as of the date of Closing; (ii) the County and the District have complied with all the terms of the Resolutions and this Note Purchase Agreement to be complied with by the Closing and such documents are in full force and effect; and (iii) such officials have reviewed the Official Statement and, on such basis, certify that the Official Statement does not contain an untrue statement of a material fact or omit to state a material fact necessary, in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(5) An opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, as disclosure counsel ("Disclosure Counsel"), addressed to the District and the Underwriter, stating that, without passing upon or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and making no representation that they have independently verified the accuracy, completeness or fairness of any such statements, based upon the information made available to them in the course of their participation in the preparation of the Official Statement, nothing has come to such counsel's attention which would lead them to believe that the Official Statement, including the cover page and all appendices thereto (excluding therefrom financial statements and statistical data, information regarding The Depository Trust Company, and its book entry system, as to which no opinion need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(6) A non-arbitrage certificate of the District in form satisfactory to Bond Counsel.

(7) Evidence satisfactory to the Underwriter that the Notes shall have been rated "____" by Standard & Poor's Ratings Services ("S&P") (or such other equivalent rating as such rating agency may give) and that such rating has not been revoked or downgraded.

(8) A certificate, together with fully executed copies of the Resolutions, of the District Clerk to the effect that (i) such copies are true and correct copies of the Resolutions; and (ii) that the Resolutions were duly adopted and have not been modified, amended rescinded or revoked and are in full force and effect on the date of the Closing.

(9) Such additional legal opinion, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the County and the District with legal requirements; (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained and of the Official Statement; and (iii) the due performance or satisfaction by the County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the County and/or the District shall be unable to reasonably satisfy the conditions requested by the Underwriter to evidence compliance with the terms and conditions set forth in this Note Purchase Agreement, the Underwriter's obligations for the purchase of the Notes shall be terminated for any reason permitted by this Note Purchase Agreement, and this Note Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the County and the District in writing, or by telephone or telegraph confirmed in writing. Notwithstanding any provision herein to the contrary, the performance and any and all obligations of the County and the District hereunder

and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

The Underwriter shall also have the right to cancel its obligation to purchase the Notes, by written notice to the County and the District, if between the date hereof and the Closing: (i) any event occurs or information becomes known, which, in the reasonable professional judgment of the Underwriter, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (ii) the market for the Notes or the market price of the Notes or the ability of the Underwriter to enforce contracts for the sale of the Notes shall have been materially and adversely affected, in the reasonable professional judgment of the Underwriter, by (a) legislation has been referred by consideration, or by the legislature of the State, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or a ruling, order, or regulation (final or temporary) made by the Treasury Department of the United States or the Internal Revenue service or there federal or State authority, which would have the effect of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on obligations of the general character of the Notes in the hands of the holders thereof, or (b) any new outbreak of hostilities or other national or international calamity or crisis, the effect of such outbreak on the financial markets of the United States begin such as, in the judgment of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Notes, or (c) a general suspension of trading on the New York Stock Exchange, or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on the New York Stock Exchange, whether by virtue or a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, or (d) a general banking moratorium declared by either federal or State authorities having jurisdiction; or (iii) additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which, in the opinion of the Underwriter, materially adversely affect the market price for the Notes.

11. Conditions to Obligations of the County and the District. The performance by the County and the District of their obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District.

12. Expenses. The District shall pay the expenses incident to the performance of its obligations hereunder from the proceeds of the Notes (or from any other source of available funds of the District) which expenses include and are limited to: (i) the cost of the preparation and reproduction of the Resolutions; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the fees and disbursements of KNN Public Finance, a division of Zions First National Bank, as financial advisor to the District; (iv) the costs of the preparation, printing and delivery of the Notes; (v) the costs of the preparation, printing and delivery of the Official Statement and any amendment or supplement thereto in the quantity requested by the Underwriter, and (vi) rating fees of S&P.

All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the Notes shall be borne by the Underwriter, including, but not limited to: (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) CDIAAC fees; (v) PSA fees; (vi) MSRB fees; and (vii) costs or fees of qualifying the Notes 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.

13. Notices. Any notice or other communication to be given under this Note Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the Treasurer-Tax Collector of Contra Costa County, if to the District, to the Assistant Superintendent, Business Services, or if to the Underwriter to the attention of _____.

14. Parties in Interest; Survival of Representations and Warranties. This Note Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the County, the District and the Underwriter. This Note Purchase Agreement is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the County and the District in this Note Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriters for the Notes hereunder, and (c) any termination of this Note Purchase Agreement.

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

16. Applicable Law. This Note Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State.

Very truly yours,

_____, as Underwriter

By _____
Authorized Representative

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

CONTRA COSTA COUNTY

By _____
Authorized Representative

ANTIOCH UNIFIED SCHOOL DISTRICT

By _____
Authorized Representative