

**BOARD OF TRUSTEES  
WALNUT CREEK SCHOOL DISTRICT  
CONTRA COSTA COUNTY, STATE OF CALIFORNIA**

**RESOLUTION NO. 14-15-17**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE WALNUT CREEK  
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE  
DISTRICT'S 2015 GENERAL OBLIGATION REFUNDING BONDS**

RESOLVED, by the Board of Trustees (the "Board of Trustees") of the Walnut Creek School District (the "District"), as follows:

WHEREAS, the District has heretofore caused the issuance of its Walnut Creek School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series A (the "2002A Bonds"), in the original principal amount of \$7,000,000, issued for authorized school purposes;

WHEREAS, the District has also heretofore caused the issuance of its Walnut Creek School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series B (the "2002B Bonds"), in the original principal amount of \$5,000,000, issued for authorized school purposes;

WHEREAS, the District has also heretofore caused the issuance of its Walnut Creek School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series C (the "2002C Bonds"), in the original principal amount of \$4,000,000, issued for authorized school purposes;

WHEREAS, the District has also heretofore issued its Walnut Creek School District (County of Contra Costa, California) 2007 General Obligation Refunding Bonds (the "2007 Bonds"), in the original principal amount of \$8,625,000, issued to refund prior bonds issued for authorized school purposes;

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

WHEREAS, the District has determined that it is in the best interests of the District to refund, on a current basis, (a) a portion of the outstanding 2002A Bonds, (b) a portion of the outstanding 2002B Bonds, (c) a portion of the outstanding 2002C Bonds, and (d) a portion of the outstanding 2007 Bonds, and wishes at this time to authorize the issuance and sale of its Walnut Creek School District (Contra Costa County, California) 2015 General Obligation Bonds (the "2015 Refunding Bonds") for the such purposes;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Trustees of the Walnut Creek School District, as follows:

## ARTICLE I

### DEFINITIONS; AUTHORITY

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

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

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

*"Authorized Investments"* means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

*"Board"* means the Board of Trustees of the District.

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

*"Bond Register"* means the registration books for the 2015 Refunding Bonds maintained by the Paying Agent.

*"Closing Date"* means the date upon which there is an exchange of the 2015 Refunding Bonds for the proceeds representing the purchase of the Bonds by the Original Purchaser.

*"Code"* means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2015 Refunding Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2015 Refunding Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

*"Continuing Disclosure Certificate"* shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the 2015 Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

*"Costs of Issuance"* means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the 2015 Refunding Bonds including,

but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the 2015 Refunding Bonds and charges and fees in connection with the foregoing.

*"County"* means Contra Costa County, California.

*"Debt Service"* means the scheduled amount of interest and amortization of principal payable on the 2015 Refunding Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

*"Treasurer-Tax Collector"* means the County Treasurer-Tax Collector.

*"District Representative"* means the Superintendent, the Chief Business Official, Administrative Services, or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the 2015 Refunding Bonds.

*"Escrow Agreements"* means, collectively, the 2002A Escrow Agreement, the 2002B, Escrow Agreement, the 2002C Escrow Agreement and the 2007 Escrow Agreement.

*"Escrow Bank"* means The Bank of New York Mellon Trust Company, N.A. as escrow bank under the Escrow Agreements.

*"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 Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

*"Financial Advisor"* means Isom Advisors, a Division of Urban Futures, Inc., as financial advisor to the District in connection with the issuance of the 2015 Refunding Bonds.

*"Interest Payment Date"* means with respect to interest, March 1 and September 1 of each year commencing on September 1, 2015, and with respect to principal, September 1, of each year commencing on September 1 in such year as shall be set forth in the Notice of Sale.

*"Net Proceeds,"* when used with reference to the 2015 Refunding Bonds, means the face amount of the 2015 Refunding Bonds, plus accrued interest and premium, if any, less original issue discount, if any.

*"Original Purchaser"* means the first purchaser of the 2015 Refunding Bonds from the District.

*"Outstanding"* means, when used as of any particular time with reference to 2015 Refunding Bonds, all 2015 Refunding Bonds except:

(a) 2015 Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) 2015 Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) 2015 Refunding Bonds in lieu of or in substitution for which other 2015 Refunding Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

*"Notice of Intention"* means the notice of intention to be used to advertise the offering of the Bonds as required by section 53692 of the California Government Code.

*"Notice of Sale"* means the official notice of sale relating to the 2015 Refunding Bonds.

*"Owner"* or *"Bondowner"* mean any person who shall be the registered owner of any Outstanding 2015 Refunding Bond.

*"Participating Underwriter"* shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

*"Paying Agent"* means The Bank of New York Mellon Trust Company, N.A., the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the 2015 Refunding Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the 2015 Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

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

*"Principal Office"* means the principal corporate trust office of the Paying Agent in Dallas, Texas.

*"Record Date"* means the 15th day of the month preceding each Interest Payment Date.

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

*"Resolution"* means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board of Trustees from time to time in accordance herewith.

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

*"Term Bonds"* means those 2015 Refunding Bonds for which mandatory redemption dates have been established pursuant to the Notice of Sale.

*"2002A Bonds"* means the Walnut Creek School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series A, in the original principal amount of \$7,000,000, issued for authorized school purposes, of which \$3,020,000 principal amount remains outstanding.

*"2002A Escrow Agreement"* means that certain Escrow Deposit and Trust Agreement, by and between the District and the Escrow Bank, relating to the defeasance of the 2002A Bonds to be refunded.

*"2002B Bonds"* means the Walnut Creek School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series B, in the original principal amount of \$5,000,000, issued for authorized school purposes, of which \$3,970,000 principal amount remains outstanding.

*"2002B Escrow Agreement"* means that certain Escrow Deposit and Trust Agreement, by and between the District and the Escrow Bank, relating to the defeasance of the 2002B Bonds to be refunded.

*"2002C Bonds"* means the Walnut Creek School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series C, in the original principal amount of \$4,000,000, issued for authorized school purposes, of which \$3,645,000 principal amount remains outstanding.

*"2002C Escrow Agreement"* means that certain Escrow Deposit and Trust Agreement, by and between the District and the Escrow Bank, relating to the defeasance of the 2002C Bonds to be refunded.

*"2007 Bonds"* means the Walnut Creek School District (Contra Costa County, California) 2007 General Obligation Refunding Bonds, in the original principal amount of \$8,625,000, issued to refund prior bonds issued for authorized school purposes, of which \$5,430,000 principal amount remains outstanding.

*"2007 Escrow Agreement"* means that certain Escrow Deposit and Trust Agreement, by and between the District and the Escrow Bank, relating to the defeasance of the 2007 Bonds.

*"2015 Refunding Bonds"* means the Walnut Creek School District (Contra Costa County, California) 2015 General Obligation Refunding Bonds, issued and at any time Outstanding pursuant to this Resolution.

*"Written Request of the District"* means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

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

## ARTICLE II

### THE 2015 REFUNDING BONDS

Section 2.01. Authorization. 2015 Refunding Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of 2015 Refunding Bonds shall be determined on the date of sale thereof in accordance with the Notice of Sale. This Resolution constitutes a continuing agreement with the Owners of all of the 2015 Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all 2015 Refunding Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2015 Refunding Bonds shall be designated the "Walnut Creek School District (Contra Costa County, California) 2015 General Obligation Refunding Bonds."

#### Section 2.02. Terms of 2015 Refunding Bonds.

(a) *Form; Numbering.* The 2015 Refunding Bonds shall be issued as fully registered 2015 Refunding Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of 2015 Refunding Bonds maturing in the year of maturity of the 2015 Refunding Bond for which the denomination is specified. 2015 Refunding Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of 2015 Refunding Bonds.* The 2015 Refunding Bonds shall be dated as of the Closing Date.

(c) *CUSIP Identification Numbers.* "CUSIP" identification numbers shall be imprinted on the 2015 Refunding Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2015 Refunding Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2015 Refunding Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the 2015 Refunding Bonds shall not constitute an Event of Default (hereinafter defined) or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) *Maturities; Interest.* The 2015 Refunding Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on September 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Notice of Sale. The 2015 Refunding Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each 2015 Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such



date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to August 15, 2015, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a 2015 Refunding Bond, interest is in default thereon, such 2015 Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2015 Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the 2015 Refunding Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; *provided however*, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of 2015 Refunding Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the 2015 Refunding Bonds is payable in lawful money of the United States of America at the Principal Office.

### Section 2.03. Redemption.

(a) *Optional Redemption.* The 2015 Refunding Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the Notice of Sale. The District shall be required to give the Paying Agent written notice of its intention to redeem 2015 Refunding Bonds.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Notice of Sale, any maturity of 2015 Refunding Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any 2015 Refunding Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such 2015 Refunding Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the

redemption place and the redemption price and shall designate the CUSIP numbers, the 2015 Refunding Bond numbers and the maturity or maturities (in the event of redemption of all of the 2015 Refunding Bonds of such maturity or maturities in whole) of the 2015 Refunding Bonds to be redeemed, and shall require that such 2015 Refunding Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such 2015 Refunding Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the 2015 Refunding Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the 2015 Refunding Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 2015 Refunding Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the 2015 Refunding Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the 2015 Refunding Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of 2015 Refunding Bonds for Redemption.* Whenever provision is made for the redemption of 2015 Refunding Bonds of more than one maturity, the 2015 Refunding Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the 2015 Refunding Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all 2015 Refunding Bonds shall be deemed to be comprised of separate \$5,000 portions and such portions shall be treated as separate 2015 Refunding Bonds which may be separately redeemed.

(e) *Partial Redemption of 2015 Refunding Bonds.* In the event only a portion of any 2015 Refunding Bond is called for redemption, then upon surrender of such 2015 Refunding Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new 2015 Refunding Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2015 Refunding Bond to be redeemed. 2015 Refunding Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the 2015 Refunding Bonds so called for redemption shall have been duly provided, such 2015 Refunding Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All 2015 Refunding Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of 2015 Refunding Bonds. The 2015 Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to

appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of 2015 Refunding Bonds. The 2015 Refunding Bonds shall be executed on behalf of the District by the facsimile signatures of the President of its Board of Trustees and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any 2015 Refunding Bond ceases to be such officer before delivery of the 2015 Refunding Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2015 Refunding Bonds to the purchaser. Any 2015 Refunding Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such 2015 Refunding Bond shall be the proper officers of the District although at the nominal date of such 2015 Refunding Bond any such person shall not have been such officer of the District.

Only such 2015 Refunding Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the 2015 Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of 2015 Refunding Bonds. Any 2015 Refunding Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2015 Refunding Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any 2015 Refunding Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new 2015 Refunding Bond or Bonds, for like aggregate principal amount.

No transfers of 2015 Refunding Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2015 Refunding Bonds for redemption or (b) with respect to a 2015 Refunding Bond after such 2015 Refunding Bond has been selected for redemption.

Section 2.07. Exchange of 2015 Refunding Bonds. 2015 Refunding Bonds may be exchanged at the Principal Office for a like aggregate principal amount of 2015 Refunding Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of 2015 Refunding Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2015 Refunding Bonds for redemption or (b) with respect to a 2015 Refunding Bond after such 2015 Refunding Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the 2015 Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, 2015 Refunding Bonds as herein before provided.

Section 2.09. Temporary 2015 Refunding Bonds. The 2015 Refunding Bonds may be initially issued in temporary form exchangeable for definitive 2015 Refunding Bonds when ready for delivery. The temporary 2015 Refunding Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary 2015 Refunding Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive 2015 Refunding Bonds. If the District issues temporary 2015 Refunding Bonds it will execute and furnish definitive 2015 Refunding Bonds without delay, and thereupon the temporary 2015 Refunding Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary 2015 Refunding Bonds an equal aggregate principal amount of definitive 2015 Refunding Bonds of authorized denominations. Until so exchanged, the temporary 2015 Refunding Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive 2015 Refunding Bonds executed and delivered hereunder.

Section 2.10. 2015 Refunding Bonds Mutilated, Lost, Destroyed or Stolen. If any 2015 Refunding Bond shall become mutilated the District, at the expense of the Owner of said 2015 Refunding Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2015 Refunding Bond of like maturity and principal amount in exchange and substitution for the 2015 Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the 2015 Refunding Bond so mutilated. Every mutilated 2015 Refunding Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any 2015 Refunding Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2015 Refunding Bond of like maturity and principal amount in lieu of and in substitution for the 2015 Refunding Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new 2015 Refunding Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any 2015 Refunding Bond issued under the provisions of this Section 2.10 in lieu of any 2015 Refunding Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the 2015 Refunding Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally

and proportionately entitled to the benefits of this Resolution with all other 2015 Refunding Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the 2015 Refunding Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the 2015 Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The 2015 Refunding Bonds shall be initially executed and delivered in the form of a single fully registered 2015 Refunding Bond for each maturity date of the 2015 Refunding Bonds in the full aggregate principal amount of the 2015 Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the 2015 Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the 2015 Refunding Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant by DTC or any Participant of any amount in respect of the principal or interest with respect to the 2015 Refunding Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the 2015 Refunding Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the 2015 Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a 2015 Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain 2015 Refunding Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Participants of the availability through DTC of 2015 Refunding Bonds. In such event, the District shall issue, transfer and exchange 2015 Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2015 Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver 2015 Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate 2015 Refunding Bonds evidencing the 2015 Refunding Bonds to any DTC Participant having 2015 Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the 2015 Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any 2015 Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such 2015 Refunding Bond and all notices with respect to such 2015 Refunding Bond shall be made and given, respectively, to

DTC as provided as in the representation letter delivered on the date of issuance of the 2015 Refunding Bonds.

### ARTICLE III

#### ISSUE OF 2015 REFUNDING BONDS; APPLICATION OF 2015 REFUNDING BOND PROCEEDS; SECURITY FOR THE 2015 REFUNDING BONDS

Section 3.01. Issuance, Award and Delivery of 2015 Refunding Bonds. At any time after the execution of this Resolution the District may issue and deliver 2015 Refunding Bonds in any principal amount, subject to the savings requirements set forth in Sections 4.01(e) and (f).

The District Representatives shall be, and are hereby, directed to cause the 2015 Refunding Bonds to be printed, signed and delivered to the Original Purchaser on receipt of the purchase price therefor and upon performance of the conditions contained in the Notice of Sale.

The Paying Agent is hereby authorized to deliver the 2015 Refunding Bonds to the Original Purchaser, upon receipt of a Written Request of the District.

#### Section 3.02. Funds and Accounts.

(a) *Interest and Sinking Fund.* The fund, known as the "Walnut Creek School District, General Obligation Bonds Interest and Sinking Fund" (the "Interest and Sinking Fund"), previously established and maintained by the Treasurer-Tax Collector for the District is hereby continued for the 2015 Refunding Bonds. Moneys deposited therein shall be used only for payment of principal and interest on all General Obligation Bonds of the District. If, after payment in full of the 2015 Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding the foregoing provisions of this Section 3.02(a), any excess proceeds of the 2015 Refunding Bonds not needed for the authorized purposes set forth herein for which the 2015 Refunding Bonds are being issued shall be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law, including but not limited to the requirements of federal tax law (if any) relating to the yield at which such proceeds are permitted to be invested. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof. By receipt of a copy of this resolution, the Treasurer-Tax Collector is hereby requested to continue and maintain the Interest and Sinking Fund.

(b) *Costs of Issuance Fund.* A fund, to be known as the "Walnut Creek School District, 2015 General Obligation Refunding Bonds Costs of Issuance Fund" (the "Costs of Issuance Fund"), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the "Custodian") for the 2015 Refunding Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the 2015 Refunding Bonds, as provided in the Paying Agent Agreement (hereinafter defined).

(c) *Investment of Moneys in the Interest and Sinking Fund.* Moneys held in the Interest and Sinking Fund shall be invested at the Treasurer-Tax Collector's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the County.

Section 3.03. Application of Proceeds of Sale of 2015 Refunding Bonds. On the Closing Date, the proceeds of sale of the 2015 Refunding Bonds shall be paid by the Underwriter as follows:

(a) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund;

(b) to the Escrow Bank, the amount required for the defeasance of the 2002A Bonds to be refunded;

(c) to the Escrow Bank, the amount required for the defeasance of the 2002B Bonds to be refunded;

(d) to the Escrow Bank, the amount required for the defeasance of the 2002C Bonds; and

(e) to the Escrow Bank, the amount required for the defeasance of the 2007 Bonds to be refunded.

Section 3.04. Security for the 2015 Refunding Bonds. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the 2015 Refunding Bonds are outstanding in an amount sufficient to pay the principal of and interest on the 2015 Refunding Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the 2015 Refunding Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the 2015 Refunding Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent, as paying agent for the 2015 Refunding Bonds, as necessary to pay the principal of and interest on the 2015 Refunding Bonds.



## ARTICLE IV

### SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT; APPROBVAL OF OFFICIAL STATMENT

#### Section 4.01. Sale of the 2015 Refunding Bonds.

(a) *Notice of Intention to Sell 2015 Refunding Bonds.* The Notice of Intention, in the form attached hereto as Exhibit B and by this reference incorporated herein, is hereby approved. The Clerk of the Board is hereby authorized and directed to cause to be published, once at least five (5) days prior to the date to receive bids, the Notice of Intention in the *Bond Buyer*, a financial publication reasonably expected to be disseminated among prospective bidders for the 2015 Refunding Bonds.

(b) *Notice of Sale.* The Notice of Sale, in the form attached hereto as Exhibit C and by this reference incorporated herein, is hereby approved.

(c) *Terms and Conditions of Sale.* The terms and conditions of the offering and the sale of the 2015 Refunding Bonds shall be as specified in said Notice of Sale.

(d) *Furnishing of Official Notice of Sale.* The Clerk of the Board and the Financial Advisor are hereby authorized to cause to be furnished to prospective bidders a reasonable number of copies of the Notice of Sale.

(e) *Receipt of Bids.* The Financial Advisor is hereby authorized and directed, on behalf of the Board, to receive the bids at the time and place specified in the Notice of Sale, to examine said bids for compliance with the Notice of Sale and to verify the bid with the lowest true interest cost as provided in the Notice of Sale. In the event two or more bids setting forth identical true interest cost are received, a District Representative may award the 2015 Refunding Bonds on a *pro rata* basis in such denominations as he or she shall determine. A District Representative may reject any and all bids and waive any irregularity or informality in any bid. A District Representative shall award the 2015 Refunding Bonds or reject all bids not later than 26 hours after the expiration of the time prescribed for the receipt of bids unless such time of award is waived by the successful bidder. The maximum true interest cost on the 2015 Refunding Bonds shall not exceed 8% per annum. The aggregate present value savings to be realized by the District with respect to the 2002A Bonds, the 2002B Bonds, the 2002C Bonds and the 2007 Bonds, as a result of the issuance of the 2015 Refunding Bonds, net of all costs costs and feesshall not be less than 3%.

(f) *Option for a Negotiated Sale.* If, at any time, it is determined by a District Representative, or the designee thereof, that the competitive sale of the 2015 Refunding Bonds is not in the best interest of the District or, if at the time of the competitive sale of the 2015 Refunding Bonds, no bids are received or it is determined by a District Representative, or the designee thereof, that all received bids are unsatisfactory, the Board hereby authorizes the sale of the 2015 Refunding Bonds to an underwriter identified by the Financial Advisor and approved by a District Representative, or the designee thereof. In such event, the Board hereby

authorizes the preparation of a 2015 Refunding Bond purchase agreement between such underwriter and the District, with such terms and conditions as shall be approved by a District Representative, or the designee thereof. In such case, a District Representative, or the designee thereof, is hereby authorized and directed to execute a 2015 Refunding Bond purchase agreement for and in the name and on behalf of the District; *provided, however*, that in connection with such negotiated sale of the 2015 Refunding Bonds, the net underwriter's discount, excluding reimbursable expenses of the Underwriter, shall not exceed 1% of the aggregate principal amount of 2015 Refunding Bonds issued. The maximum true interest cost on the 2015 Refunding Bonds shall not exceed 8% per annum. The aggregate present value savings to be realized by the District with respect to the 2002A Bonds, the 2002C Bonds, the 2002B Bonds and the 2007 Bonds, as a result of the issuance of the 2015 Refunding Bonds, shall not be less than 3%.

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

Section 4.03. Approval of Escrow Agreements.

(a) The 2002A Escrow Agreement, in the form attached hereto as Exhibit E, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. The District Representatives are hereby authorized and directed to execute the 2002A Escrow Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the 2002A Escrow Agreement.

(b) The 2002B Escrow Agreement, in the form attached hereto as Exhibit F, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. The District Representatives are hereby authorized and directed to execute the 2002B Escrow Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the 2002B Escrow Agreement.

(c) The 2002C Escrow Agreement, in the form attached hereto as Exhibit G, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. The District Representatives are hereby authorized and directed to execute the 2002C Escrow Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the 2002C Escrow Agreement.

(d) The 2007 Escrow Agreement, in the form attached hereto as Exhibit H, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. The District Representatives are hereby authorized and directed to execute the 2007 Escrow Agreement for and in the name and on

behalf of the District. The Board hereby authorizes the delivery and performance of the 2007 Escrow Agreement.

Section 4.03. Official Statement. The Board of Trustees hereby approves a preliminary official statement describing the financing (the "Preliminary Official Statement") in the form on file with the Clerk of the Board of Trustees, together with any changes therein or additions thereto deemed advisable by a District Representative. The Board of Trustees authorizes and directs the District Representatives, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the 2015 Refunding Bonds.

The Financial Advisor, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the 2015 Refunding Bonds therein offered for sale.

The District Representatives are authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the 2015 Refunding Bonds, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the 2015 Refunding Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the 2015 Refunding Bonds, and does not, as of the date of delivery of the 2015 Refunding Bonds, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The District Representatives shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the District Representatives, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the 2015 Refunding Bonds.

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the 2015 Refunding Bonds are hereby approved, and the President of the Board of Trustees, the Superintendent, the Chief Business Official, Administrative Services, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2015 Refunding Bonds in accordance with this resolution.

## ARTICLE V

### OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the 2015 Refunding Bonds, in strict conformity with the terms of the 2015 Refunding Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the 2015 Refunding Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the 2015 Refunding Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the 2015 Refunding Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the 2015 Refunding Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the 2015 Refunding Bonds by the District, the 2015 Refunding Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the 2015 Refunding Bonds of the rights and benefits provided in this Resolution.

#### Section 5.05. Tax Covenants.

(a) *Private Activity 2015 Refunding Bond Limitation*. The District shall assure that the proceeds of the 2015 Refunding Bonds are not so used as to cause the 2015 Refunding Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2015 Refunding Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2015 Refunding Bonds.

(d) *No Arbitrage.* The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the 2015 Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2015 Refunding Bonds would have caused the 2015 Refunding Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the 2015 Refunding Bonds from the gross income of the Owners of the 2015 Refunding Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the 2015 Refunding Bonds.

#### Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the 2015 Refunding Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

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

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit I. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the 2015 Refunding Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

## ARTICLE VI

### THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the 2015 Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners 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.

Section 6.02. Paying Agent May Hold 2015 Refunding Bonds. The Paying Agent may become the owner of any of the 2015 Refunding Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the 2015 Refunding 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 2015 Refunding Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required

to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

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

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

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

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

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

#### Section 6.05. Compensation, Indemnification.

(a) 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. Any District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the 2015 Refunding Bonds, or related to the proceedings for sale, award, issuance and delivery of the 2015 Refunding Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.



## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any 2015 Refunding Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any 2015 Refunding Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the 2015 Refunding Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the 2015 Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

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

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

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the 2015 Refunding Bonds, shall affect or impair the obligation of the District,

which is absolute and unconditional, to pay the principal of and interest on the 2015 Refunding Bonds to the respective Owners of the 2015 Refunding Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the 2015 Refunding Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the 2015 Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the 2015 Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of 2015 Refunding Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

## ARTICLE VIII

### SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the 2015 Refunding Bonds, shall be fully effective in accordance with its terms:

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

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

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

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

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the 2015 Refunding Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the 2015 Refunding Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the 2015 Refunding Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding 2015 Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of 2015 Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the 2015 Refunding Bonds without the consent of all the Owners of such 2015 Refunding Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

## ARTICLE IX

### MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the 2015 Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the 2015 Refunding Bonds.

#### Section 9.02. Defeasance.

(a) *Discharge of Resolution.* 2015 Refunding Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on 2015 Refunding Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem 2015 Refunding Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, 2015 Refunding Bonds Outstanding.

If the District shall pay all 2015 Refunding Bonds Outstanding and shall also pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any 2015 Refunding Bonds shall not have been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of 2015 Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on 2015 Refunding Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay

or redeem any Outstanding 2015 Refunding Bond (whether upon or prior to its maturity or the redemption date of such 2015 Refunding Bond), provided that, if such 2015 Refunding Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such 2015 Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such 2015 Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any 2015 Refunding Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such 2015 Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any 2015 Refunding Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such 2015 Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of 2015 Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such 2015 Refunding Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the 2015 Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of 2015 Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such 2015 Refunding Bonds.

(d) *Payment of 2015 Refunding Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of

the principal or redemption price of, or interest on, any 2015 Refunding Bonds and remaining unclaimed for one year after the principal of all of the 2015 Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the 2015 Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all 2015 Refunding Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the 2015 Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

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

Except as otherwise herein expressly provided, the ownership of registered 2015 Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any 2015 Refunding Bond shall bind all future Owners of such 2015 Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the 2015 Refunding Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled 2015 Refunding Bonds. Whenever in this Resolution provision is made for the surrender to the District of any 2015 Refunding Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the

surrender of such canceled 2015 Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such 2015 Refunding Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2015 Refunding Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

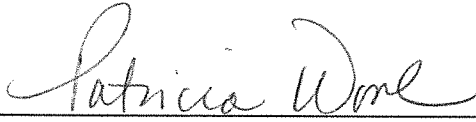
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THE FOREGOING RESOLUTION is approved and adopted by the Board of Trustees of the Walnut Creek School District this 4<sup>th</sup> day of May, 2015.



President of the Board of Trustees

ATTEST:



Clerk of the Board of Trustees