

**OHLONE COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 19/04-05**

**RESOLUTION AUTHORIZING THE ISSUANCE OF A 2005 TAX AND REVENUE ANTICIPATION NOTE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA CASH FLOW FINANCING PROGRAM**

---

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Ohlone Community College District (the "District") may, pursuant to a resolution of its Board of Trustees (the "Board"), borrow money by issuing notes for any purpose for which the District is authorized to expend moneys, including but not limited to current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District;

WHEREAS, the Board hereby determines that an amount (the "Principal Amount") not to exceed \$3,000,000 (the "Maximum Principal Amount"), which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District to satisfy obligations of the District, and that it is necessary that the Principal Amount be borrowed for such purpose by the issuance of a temporary note therefor in anticipation of the receipt of taxes, revenue and other moneys to be received by the District during or attributable to fiscal year 2005-2006;

WHEREAS, it appears, and the Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts and other moneys of the District attributable to fiscal year 2005-2006, and available for the payment of said note and the interest thereon;

WHEREAS, pursuant to Section 53856 of the Code, certain revenues that will be received by the District during and attributable to fiscal year 2005-2006 can be pledged for the payment of said note and the interest thereon (as hereinafter provided);

WHEREAS, the Board has determined that it is in the best interests of the District to participate in the Community College League of California Cash Flow Financing Program (the "Program"), whereby participating community college districts (collectively, the "Participating Districts") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the tax and revenue anticipation note authorized hereby (the "Note") will be sold to the Community College League Financing Authority (the "Authority") pursuant to a note purchase agreement, dated as of the date of the Pricing Confirmation, by and between the Authority and the District (the "Note Purchase Agreement"); and

WHEREAS, as part of the Program, the Authority will issue one or more series (each a "Series") of 2005 Tax and Revenue Anticipation Bonds (the "Bonds") pursuant to an Indenture (the

“Indenture”) between the Authority and Wells Fargo Bank, National Association (the “Trustee”), which Bonds will be secured by the tax and revenue anticipation notes of the Participating Districts, each Series to be distinguished by the type of credit enhancement, if any, that secures such Series, the principal amounts of the notes securing such Series the date of maturity of such Series, or by such other factors as may be determined by the Authority pursuant to the advice of RBC Dain Rauscher Inc., as financial advisor for the Program (the “Financial Advisor”);

NOW, THEREFORE, the Board of the District hereby resolves as follows:

Section 1. Recitals. All of the above recitals are true and correct and the District so finds, determines, and represents.

Section 2. Authorization of Issuance of Note; Terms. The District hereby determines to borrow, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District during or attributable to fiscal year 2005-2006, an aggregate principal amount not to exceed the Maximum Principal Amount by the issuance, by the District, of a temporary note under Sections 53850 et seq. of the Code designated as the District’s “2005 Tax and Revenue Anticipation Note.” The Note shall be dated the date of delivery thereof; shall mature (without option of prior redemption) not more than 13 months from said date of delivery on a date indicated on the face of the Note and set forth in the Pricing Confirmation (as defined below), or if such date is not a day on which banks in New York or California are open for business, on the first business day prior to such date; and shall bear interest, payable on the dates set forth in the Note and computed on the basis of a 365/366 day year and the actual number of days elapsed, at the rate indicated on the face of the Note and set forth in the Pricing Confirmation (the “Note Rate”), but not in excess of twelve percent (12.0%) per annum. If the Note is not fully paid at maturity, then the unpaid portion thereof shall continue to bear interest thereafter at the Default Rate (to be set forth in the Pricing Confirmation). Both the principal of and interest on the Note shall be payable only upon surrender thereof, in lawful money of the United States of America, at the corporate trust office of the Trustee, which Trustee is hereby designated to be the Paying Agent for the Note (the “Paying Agent”).

Section 3. Form of Note. The Note shall be issued in registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of the Note. The Note shall be sold to the Authority pursuant to the Note Purchase Agreement. The form of the Note Purchase Agreement, including the form of the pricing confirmation supplement (the “Pricing Confirmation”) set forth as Exhibit B thereto, presented to this meeting is hereby approved. The Superintendent/President, Vice President, Deputy Superintendent, President of the Board of Trustees, chief business officer or any other person designated by the Vice President, Deputy Superintendent of the District (the “Authorized Representatives”) are each hereby authorized and directed to execute (which execution shall be accomplished by execution of the Pricing Confirmation) and deliver the Note Purchase Agreement (including the Pricing Confirmation) in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12.0%) per annum, the discount on the Note, when added to the District’s share of the costs of

issuance of the Bonds, shall not exceed one and one-half percent (1.5%), and the Principal Amount shall not exceed the Maximum Principal Amount.

Section 5. Program Approval. The District's participation in the Program is approved; provided, however, that the District's decision to participate in the Program shall not be binding on the District until the execution and delivery of the Pricing Confirmation.

The District acknowledges that the Authority will execute and deliver the Indenture, (currently on file with the District), to the Trustee in substantially said form, with such changes thereto as an Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of the Pricing Confirmation. The District authorizes and requests the Authority to issue Bonds pursuant to and as provided in the Indenture as finally executed.

The District acknowledges that the Authority, acting upon the advice of the Financial Advisor, may seek such credit enhancement for the Note and for the Series of Bonds related thereto as it deems necessary or desirable. The District agrees to be bound by the terms of such credit enhancement, if any, and the agreements related thereto. The District's approval of such credit enhancement, if any, and the agreements related thereto shall be conclusively evidenced by execution and delivery of the Pricing Confirmation. Each Authorized Representative is authorized to execute and deliver, on behalf of the District, all agreements related to credit enhancement for the Note and for the Series of Bonds related thereto that such Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of such agreements.

The Authorized Representatives of the District are hereby authorized and directed to provide the Financial Advisor with such information relating to the District as the Financial Advisor shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement related to the Bonds. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule with respect to the District. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement related to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, its share of any fees or expenses of the Trustee in connection with its participation in the Program, as determined in accordance with the Indenture. Such additional fees and expenses will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. Transfer; Exchange. The Note shall initially be registered in the name of the Authority. Thereafter, the Note may not be transferred or exchanged except for a transfer to a provider of credit enhancement for the Note or for the Series of Bonds related thereto as provided by the terms of such credit enhancement and any agreement related thereto.

Section 7. Deposit of Note Proceeds; No Arbitrage. A portion of the proceeds from the sale of the Note, in an amount equal to the District's share of the costs of issuance (including any fees and expenses incurred in connection with credit enhancement) of the Note and of the Series of

Bonds related to the Note, shall be deposited in the Costs of Issuance Fund established under the Indenture and expended as directed by the Authority on costs of issuance as provided in the Indenture. The remainder of the proceeds from the sale of the Note shall be deposited in the Proceeds Fund established under the Indenture and, until transferred pursuant to a requisition of the District, be invested in Permitted Investments (as defined in and under the terms of the Indenture) as directed by the Authority. While they are on deposit in the Proceeds Fund, proceeds from the sale of the Note shall constitute additional security for repayment of the Note. Upon requisition submitted to the Trustee in accordance with the Indenture, the Note proceeds deposited in the Proceeds Fund shall be transferred to or on behalf of the District for any purpose for which the District is authorized to use and expend moneys. The District hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be an “arbitrage bond” under Section 148 of the Code; and, to that end, so long as the Note is outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be an “arbitrage bond.”

Section 8. Payment of Note.

(a) Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2005-2006 and which are available therefor. The Note shall be a general obligation of the District, and to the extent the Note is not paid from the Pledged Revenues defined below, the Note shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(b) Pledged Revenues. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain unrestricted revenues (as further described in the following paragraph, the “Pledged Revenues”) which are received by the District in the months specified in the Pricing Confirmation as Pledge Months (each a “Pledge Month” and collectively the “Pledge Months”). The term “unrestricted revenues” shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

With respect to each Pledge Month, the amount of unrestricted revenues which shall constitute Pledged Revenues will be equal to a percentage of the Principal Amount plus a percentage of the interest due on the Note on the applicable interest payment dates, including maturity, such percentages, and dates to be specified in the Pricing Confirmation. Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Pledge Months and the amount of Pledged Revenues with respect to each Pledge Month by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Representative.

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Account, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in any Pledge Month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Note and the interest thereon.

(c) Deposit of Pledged Revenues in Repayment Account. Pledged Revenues shall be held by the District in a special account within the District's general fund designated as the District's "2005 Tax and Revenue Anticipation Note Repayment Account" (the "Repayment Account") and applied as directed in this resolution. Any moneys placed in the Repayment Account shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Account shall be applied only for the purposes for which the Repayment Account is created. Upon the written request of the Trustee or any provider of credit enhancement for the Note or the Series of Bonds related thereto, the District shall, within ten (10) Business Days following its receipt of such request, provide written evidence that the deposits to the Repayment Account required by this resolution have been made. In addition, the District shall provide such additional financial information as may be required by any provider of credit enhancement for the Note or the Series of Bonds related thereto. The District may satisfy the requirement of depositing moneys in the Repayment Account by directing the Trustee to so designate such deposit from moneys in the Proceeds Fund attributable to the District.

(d) Disbursement of Moneys in Repayment Account. The District shall, to the extent necessary to pay the principal of and the interest on the Note, cause the moneys in the Repayment Account to be transferred to the Trustee, or credited by the Trustee from the Proceeds Fund, at least five (5) Business Days (as defined in the Indenture) prior to the date that interest on the Note must be paid, as applicable, and prior to the maturity of the Note. Moneys so transferred to, or credited by, the Trustee shall be deposited in the appropriate Bond Payment Fund established under the Indenture and applied to the payment of the principal of and interest on the Note when due and at maturity, as provided in the Indenture. In the event that moneys in the Repayment Account are insufficient to pay the principal of and interest on the Note when due and at maturity, such moneys shall be applied first to pay interest on the Note and second to pay principal of the Note. Any moneys remaining in or accruing to the Repayment Account after the principal of and the interest on the Note have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Indenture.

Section 9. Execution and Delivery of Note. The Note shall be executed by the manual or facsimile signature of an Authorized Representative and countersigned by the manual or facsimile signature of the Secretary or the Clerk of the Board. The proper officers of the District are hereby requested to deliver the Note to the Authority.

Section 10. Covenants and Warranties.

(a) It is hereby covenanted and warranted by the District that all representations and recitals contained in this resolution are true and correct.

(b) The District shall not incur any indebtedness secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(c) So long as any Bonds issued in connection with the Note are outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Indenture.

(d) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with the law and for carrying out the provisions of this resolution and the Note.

Section 11. Ratification and Approval of Past and Future Actions. All actions heretofore taken by the officers and agents of the District with respect to the Note, the Bonds, and the Program are hereby approved, confirmed and ratified, and the officers and agents of the District are hereby authorized and directed to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note and the District's participation in the Program in accordance with this resolution and resolutions hereafter adopted by the District. The Authorized Representatives are hereby designated as "Authorized District Representatives" under the Indenture.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Repayment Account or any other payment required to be paid hereunder on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Paying Agent, unless the Paying Agent shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this resolution or the Note Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this resolution or the Note Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 30 days after such filing, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note.

Whenever any Event of Default referred to in this Section shall have happened and be continuing, the Paying Agent shall, in addition to any other remedies provided herein or by law or under the Indenture, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the Note to be immediately due and payable, require the District to pay to the Paying Agent an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 13. Proceedings Constitute Contract. The provisions of the Note and of this resolution shall constitute a contract between the District and the registered owner of the Note, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 14. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the Secretary of the Board to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

Section 15. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Bonds to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 16. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions, without the necessity for consent of the owner of the Note, for any one or more of the following purposes:

(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 monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

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

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note.

Any modification or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note may be made by a Supplemental Resolution, with the written consent of the owner of the Note; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note remains outstanding, the consent of the owner of the Note shall not be required. No such modification or amendment shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto.

In addition to the amendments permitted by the above paragraphs, this Resolution, including the form of the Note, may be amended at any time prior to the execution and delivery of the Note pursuant to the Note Purchase Agreement or the Indenture, the provisions of which are incorporated herein by reference to the extent that they relate to the Note, the District, and the District's participation in the Program. Any amendment of this Resolution pursuant to this paragraph shall not require the execution and delivery of a Supplemental Resolution

Section 17. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 18. Appointment of Bond Counsel. The law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California is hereby appointed as Bond Counsel for the Note and for the Program. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial, and other consultants who may have a role or interest in the proposed financing or that may

be involved with or adverse to the District in this or some other matter. Given the special, limited role of Bond Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 19. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this \_\_ day of \_\_\_\_\_, 2005, by the following vote:

AYES:

NOES:

ABSENT:

---

President, Board of Trustees

Attest:

---

Secretary, Board of Trustees



interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the District has caused this Note to be signed by the manual signature of its Authorized Representative and countersigned by the manual signature of the Secretary of its Board of Trustees, each as of the Note Date.

**OHLONE COMMUNITY COLLEGE  
DISTRICT**

By \_\_\_\_\_  
Authorized Representative

Countersigned:

By \_\_\_\_\_  
Secretary, Board of Trustees

## EXHIBIT B

### NOTE PURCHASE AGREEMENT

**THIS NOTE PURCHASE AGREEMENT**, dated as of the purchase date (the “Purchase Date”) specified in the Pricing Confirmation Supplement attached hereto as Exhibit A (the “Pricing Supplement”), is entered into by and between the California Community College Financing Authority (the “Authority”) and the community college district (the “District”) named in the Pricing Supplement.

#### WITNESSETH:

**WHEREAS**, community college districts are authorized by Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “Act”) to borrow money by the issuance of temporary notes;

**WHEREAS**, the District’s board of trustees (the “Board”) has adopted a resolution (the “Resolution”) determining to borrow, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District during or attributable to its fiscal year 2005-2006, an aggregate principal amount not to exceed the Maximum Principal Amount (as defined in the Resolution) by the issuance by the District of a temporary note designated as the District’s 2005 Tax and Revenue Anticipation Note (the “Note”);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the Community College League of California Cash Flow Financing Program (the “Program”), whereby participating community college districts (the “Participating Districts”) will simultaneously issue tax and revenue anticipation notes for purchase by the Authority;

**WHEREAS**, as part of the Program, the Authority will issue its 2005 Tax and Revenue Anticipation Bonds (the “Bonds”) pursuant to an Indenture (the “Indenture”) between the Authority and Wells Fargo Bank, National Association (the “Trustee”), which Bonds will be secured by the 2005 tax and revenue anticipation notes of the Participating Districts;

**WHEREAS**, in order to participate in the Program, the District has agreed to be responsible for its share of the fees and expenses of the Trustee and the costs of issuing the Bonds, which anticipated fees, expenses and costs of issuance will be deducted from the purchase price set forth in the Pricing Supplement and which unanticipated fees, expenses and costs of issuance will be billed to the District as the same may arise; and

**WHEREAS**, the costs of issuance which will be deducted from the purchase price set forth in the Pricing Supplement shall not exceed one and one-half percent (1.5%) of the principal amount of the Note;

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Purchase and Sale of the Note.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Authority hereby

agrees to purchase from the District, and the District hereby agrees to sell to the Authority, the Note, as described herein and in the Resolution.

**Section 2. Purchase Price.** The purchase price of the Note shall be the purchase price set forth in the Pricing Supplement. The Note shall bear interest at the interest rate per annum set forth in the Pricing Supplement, which is hereby agreed to by and between the Authority and the District by its duly authorized representative executing this Purchase Agreement on behalf of the District.

**Section 3. Adjustments to Principal Amount of Note and Purchase Price.** The Authority and the District hereby agree that the principal amount of the Note shall be reduced, as determined by the Authority and the District, based upon the advice of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), in order that the proceeds produced from the sale of the Note will be an amount which will not be subject to either (i) yield restriction (in order for interest to be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”)) or (ii) a rebate requirement (under Section 148 of the Code). The Authority and the District hereby further agree that the purchase price of the Note shall be reduced as a result of the reduction of the principal amount of the Note as may be agreed upon by the Authority and the District.

**Section 4. Delivery of and Payment for the Note.** The delivery of the Note (the “Closing”) shall take place at 8:00 a.m., California time, on the closing date set forth in the Pricing Supplement or at such other time or date as may be mutually agreeable to the Participating Districts, the Authority and the Original Purchaser, at the San Francisco office of Stradling Yocca Carlson & Rauth, a Professional Corporation or such other place as the Participating Districts, the Authority and the Original Purchaser shall mutually agree. At the Closing, the District shall cause the Note to be delivered to the Authority, duly executed and authenticated, together with the other documents hereinafter mentioned, and the proceeds of the purchase price of the Note set forth in the Pricing Supplement shall be deposited in an amount indicated in the Pricing Supplement as the Deposit to Proceeds Fund which shall be held by the Trustee for the District in the amount attributable to the District under the Indenture and the remainder in the Costs of Issuance Fund held thereunder. The Note shall be made available to the Authority or the Original Purchaser for inspection at least 24 hours prior to the Closing.

If at any time prior to 90 days after the Closing Date, any event occurs as a result of which information relating to the District included in the official statement of the Authority related to the Bonds (the “Official Statement”) contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, the District shall promptly notify the Authority and the Original Purchaser thereof, and if, in the opinion of the Authority or the Original Purchaser, such event requires the preparation and publication of a supplement or amendment to the Official Statement the District shall cooperate with the Authority and the Original Purchaser in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Authority and the Original Purchaser, and all reasonable expenses incurred thereby shall be paid by the Original Purchaser.

**Section 5. The Note.** The Note shall be issued in registered form, without coupons, in the principal amount set forth in the Pricing Supplement.

**Section 6. Representations and Warranties of the District.** The District represents and warrants to the Authority and the Original Purchaser that:

(a) All representations and warranties set forth in the Resolution are true and correct on the date hereof and are made for the benefit of the Authority and the Original Purchaser as if set forth herein.

(b) A copy of the Resolution has been delivered to the Authority, and the Resolution will not be amended or repealed without the consent of the Authority, which consent will not be unreasonably withheld.

**Section 7. Conditions Precedent to the Closing.** Conditions precedent to the Closing are as follows:

(a) The execution and delivery of the Note consistent with the Resolution.

(b) Delivery of each certificate, document, instrument and opinion required by the Contract of Purchase related to the Bonds.

(c) Delivery of such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to this transaction, the legal, valid and binding nature thereof, and compliance of all parties with the terms and conditions thereof.

(d) Delivery of a legal opinion addressed to the District (with a reliance letter to the Authority and the Credit Provider), dated the date of Closing, of counsel to the District with respect to the validity of the Note, in form and substance acceptable to the Authority.

**Section 8. Events Permitting the Authority to Terminate.** The Authority may terminate its obligation to purchase the Note at any time before the Closing if any of the following occurs:

(a) Any legislative, executive or regulatory action (including the introduction of legislation) or any court decision which, in the judgment of the Authority, casts sufficient doubt on the legality of the Note or the tax-exempt status of interest on obligations such as the Bonds, so as to impair materially the marketability or to reduce materially the market price of such obligations;

(b) Any action by the Securities and Exchange Commission or a court which would require registration of the Note, the Bonds or any instrument securing the Note or Bonds under the Securities Act of 1933, as amended, in connection with the public offering thereof, or qualification of the Resolution or the Indenture under the Trust Indenture Act of 1939, as amended;

(c) Any restriction on trading in securities, or any banking moratorium, or the inception or escalation of any war or major military hostilities which, in the judgment of the Authority, substantially impairs the ability of the Original Purchaser to market the Bonds; or

(d) The Original Purchaser terminates its obligation to purchase the Bonds pursuant to the terms of the Contract of Purchase related to the Bonds.

Neither the Original Purchaser nor the Authority shall be responsible for the payment of any fees, costs or expenses of the issuance, offering and sale of the District's Note except that the Original Purchaser shall be responsible for California Debt and Investment Advisory Commission fees and for its own internal costs. The fees, costs and expenses that are categorized in the "Costs of Issuance" definition in the Indenture shall be paid from the Costs of Issuance Fund. The District shall pay any additional costs attributable to it as set forth in the Indenture other than the fees, costs and expenses so payable from the Costs of Issuance Fund.

**Section 9. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to the Bonds, the District shall not have any liability hereunder or by reason hereof or in connection herewith or with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 of the Resolution.

**Section 10. No Assignment.** The Purchase Agreement has been made by the District and the Authority, and no person other than the District and the Authority or their successors or assigns shall acquire or have any right under or by virtue of the Purchase Agreement. All of the representations, warranties and agreements contained in the Purchase Agreement shall survive the delivery of and payment by the Authority for the Note and any termination of the Purchase Agreement.

**Section 11. Applicable Law.** The Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

**Section 12. Effectiveness.** The Purchase Agreement shall become effective upon the execution hereof by the Authority and execution of the Pricing Supplement by the District, and the Purchase Agreement, including the Pricing Supplement, shall be valid, binding and enforceable from and after the time of such effectiveness.

**Section 13. Severability.** In the event any provision of the Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14. Headings.** Any headings preceding the text of several sections hereof shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**Section 15. Execution in Counterparts.** This Purchase Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Purchase Agreement to be executed by their duly authorized representatives as of the Purchase Date. The District shall execute this Purchase Agreement by executing and delivering the Pricing Supplement.

CALIFORNIA COMMUNITY COLLEGE  
FINANCING AUTHORITY

By: \_\_\_\_\_  
Executive Director

Exhibit A

Pricing Confirmation Supplement

*District:* \_\_\_\_\_

Pricing Information

Principal Amount of Note: \$ \_\_\_\_\_  
Interest Rate on Note: \_\_\_\_\_%  
Re-Offering Yield: \_\_\_\_\_%  
Net Interest Cost: \_\_\_\_\_%  
Default Rate: \_\_\_\_\_%  
Purchase Price: \$ \_\_\_\_\_  
Less: Costs of Issuance: \_\_\_\_\_%  
Deposit to Proceeds Account: \$ \_\_\_\_\_

Important Dates

Purchase Date: \_\_\_/\_\_\_/2005  
Closing Date: \_\_\_/\_\_\_/2005  
Maturity Date: \_\_\_/\_\_\_/2006  
Interest Payment Date(s) \_\_\_/\_\_\_/2006  
\_\_\_/\_\_\_/2006  
Principal Repayment Date: \_\_\_/\_\_\_/2006  
First Pledge Month: \_\_\_\_\_  
Pledge Amount: \$ \_\_\_\_\_  
Pledge Percentage: \_\_\_\_\_%  
Second Pledge Month: \_\_\_\_\_  
Pledge Amount: \$ \_\_\_\_\_  
Pledge Percentage: \_\_\_\_\_%

The undersigned (the “Authorized Representative”) certifies that he or she has reviewed the Note Purchase Agreement (the “Purchase Agreement”) to which this Pricing Confirmation Supplement (the “Pricing Supplement”) is attached as Exhibit A. By execution of this Pricing Supplement, the District acknowledges, agrees and directs, as the case may be, as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement or, if not defined in the Purchase Agreement, in the Indenture.

2. The undersigned has been duly authorized by the Board to execute this Pricing Supplement and to take the other actions contemplated herein.

3. The representations, warranties and covenants set forth in Section 10 of the Resolution are true and correct on and as of the date hereof.

4. The information related to the District contained in the Preliminary Official Statement related to the Bonds, including the Appendices thereto, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. The District agrees to provide the required Payment Account Deposit Certification (upon a request therefor) in accordance with the Indenture.

6. The District hereby directs the Trustee to transfer, at least five (5) Business Days (as defined in the Indenture) prior to an interest payment date, if appropriate, and the Note Maturity Date (as defined in the Indenture), the moneys in the Payment Account (if held by the Trustee) to the Bond Payment Fund (as defined in the Indenture).

IN WITNESS WHEREOF, the District has caused this Pricing Confirmation Supplement to be executed by its duly authorized representative as of the Purchase Date. By its execution and delivery of this Pricing Confirmation Supplement, the District agrees to and accepts the terms of the Purchase Agreement, including this Pricing Confirmation Supplement.

**OHLONE COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_  
Authorized Representative