

RESOLUTION NO. 12/2010-11

RESOLUTION OF THE BOARD OF TRUSTEES OF THE NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT, PROVIDING FOR THE ISSUANCE AND SALE OF ONE OF MORE SERIES OF GENERAL OBLIGATION BONDS, ELECTION OF 2010 OF NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000

WHEREAS, an election was duly called and regularly held in the Northern Humboldt Union High School District (the "District"), County of Humboldt (the "County"), State of California, on November 2, 2010 (the "Election"), and thereafter canvassed pursuant to law; and

WHEREAS, at such Election there was submitted to and approved by the requisite 55% of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$25,800,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"); and

WHEREAS, the Board of Trustees of the District is authorized to provide for the issuance and sale of any series of bonds pursuant to the Authorization on behalf of the District pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, the District has previously caused to be issued and sold none of the Authorization leaving \$25,800,000 unissued and has determined that it is in the best interests of the District to issue and sell all or a portion of the Authorization, not to exceed \$10,000,000; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 grants a national allocation of \$11 billion to provide for the issuance of qualified school construction bonds ("Qualified School Construction Bonds"), in accordance with the qualified tax credit bond program found in Section 54A of the Internal Revenue Code of 1986, as amended, and an allocation is expected to be granted to the District (the "District Allocation") to provide financing for the construction, reconstruction or repair of public school facilities, or the acquisition of land on which such facilities are to be constructed with part of the proceeds of such issue.

WHEREAS, this Board of Trustees desires to make certain determinations and to authorize the issuance and sale of bonds in one or more series in an aggregate principal amount of not to exceed \$10,000,000, consisting of Tax-Exempt Bonds and/or Direct Pay Qualified School Construction Bonds (collectively, the "Bonds"), all as provided for and in accordance with this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT, AS FOLLOWS:

ARTICLE I

PURPOSE; AUTHORITY; FINDINGS

Section 1.01 Purpose. Bonds of the District will be issued in the name and on behalf of the District in the aggregate principal amount of not to exceed \$10,000,000 for the purposes of providing school facilities as specified in the Authorization.

Section 1.02. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

DEFINITIONS; INTERPRETATION

Section 2.01 Certain Definitions. The terms defined in this Section 2.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Accreted Interest” means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

“Accreted Value” means, with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest, compounded semiannually on each February 1 and August 1, commencing from the date of issuance of the Capital Appreciation Bonds.

“Authorization” means the voter authorization submitted to and approved by more than 55% of District voters on November 2, 2010, under which the issuance of the Bonds has been authorized.

“Available Project Proceeds” means, with respect to Qualified School Construction Bonds, (i) the proceeds from the sale of such series of Bonds, (ii) less costs of issuing such series of Bonds paid from proceeds of the sale of such Bonds (not exceeding 2% of the proceeds of the sale thereof), plus (iii) investment earnings on the difference between (i) - (ii).

“Bond Payment Date” means, with respect to Current Interest Bonds, each February 1 and August 1, commencing August 1, 2011 unless otherwise provided upon the sale of the Bonds. With respect to the Capital Appreciation Bonds, “Bond Payment Date” means the stated maturity dates thereof or optional or mandatory redemption dates, as applicable.

“Bond Register” means the listing of names and addresses of the current registered owners of the debt, as maintained by the Paying Agent.

“Bond Subsidy Payments” means, with respect to any Bonds issued as Direct Pay Qualified School Construction Bonds, the amounts which are payable by the Federal government under Section 6431 of the Code, which the District has elected to receive under Section 54AA(f) of the Code.

“Bonds” means the not to exceed \$10,000,000 aggregate principal amount of general obligation bonds in one or more series authorized and at any time Outstanding under this Resolution.

“Bond Law” means the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, as in effect on the date of issuance of the Bonds.

“Building Fund” will have the meaning set forth in Section 4.03 hereof.

“Capital Appreciation Bonds” means those Bonds the interest component of which is compounded semiannually on each Bond Payment Date to maturity as shown in the table of Accreted Values for such Bonds in the Purchase Contract or Official Statement.

“Closing Date” means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Underwriter.

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

“Compounding Date” means, with respect to the Capital Appreciation Bonds, if any, August 1, 2011 and each succeeding February 1 and August 1 to and including the date of maturity or redemption of the Capital Appreciation Bonds.

“Convertible Capital Appreciation Bonds” means Bonds, if any, issued as Capital Appreciation Bonds, which automatically convert to Current Interest Bonds on a specified conversion date.

“Costs of Issuance” means all items of expense directly or indirectly reimbursable to the District relating to the issuance and delivery of the Bonds. Costs of Issuance includes, but is not limited to, filing costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial advisor and other professional consultant fees, costs of obtaining credit ratings, municipal bond insurance premiums, and charges and fees in connection with the foregoing.

“County” means the County of Humboldt, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Treasurer of the County, or any authorized deputy thereof.

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

“Debt Service Fund” or “Debt Service Funds” will have the meaning set forth in Section 5.05 hereof.

“Denominational Amount” means, with respect to the Capital Appreciation Bonds, the initial offering price thereof, which represents the principal amount thereof, and, with respect to the Current Interest Bonds, the principal amount thereof.

“Direct Pay Qualified School Construction Bonds” or “Qualified School Construction Bonds” or “QSCBs” means the series of Bonds issued hereunder in a principal amount not to exceed any allocation amount granted by the California Department of Education and designated by the District as Qualified School Construction Bonds for purposes of Section 54F(a)(3) of the Code.

“District Representative” means the President of the Board, the Superintendent, Associate Superintendent, Business Services or such officer’s designee, the Deputy Superintendent or such officer’s designee, the Clerk of the Board, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Bonds.

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

“Expenditure Period” means the “expenditure period” defined in Section 54A(d)(2)(B)(ii) of the Code and consists of the period beginning on the date of issuance of the Qualified School Construction Bonds and ending on the later of the date which is three years after the date of such issuance or such later date, if any, as permitted by the Internal Revenue Service in response to a request to extend the Expenditure Period.

“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. To the extent required by the Regulations, the term “investment” will include a hedge.

“Interest Payment Date” means, with respect to the Current Interest Bonds, if any, August 1, 2011, and each succeeding February 1 and August 1 to and including the date of maturity or redemption of the Current Interest Bonds, or as provided in the Purchase Contract.

“Mandatory Sinking Fund Payments” means the schedule of deposits which are required to be made into the Sinking Fund (if any) during the term of the Qualified School Construction Bonds, as set forth in the Purchase Contract.

“Maturity Value” means the Accreted Value of any Capital Appreciation Bond on its maturity date.

“Official Statement” will have the meaning set forth in Section 4.01 hereof.

“Outstanding” when used as of any particular time with reference to Bonds, means all Bonds except (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Bonds in lieu of or in substitution for which other Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

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

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

“Paying Agent” will mean any bank, trust company, national banking association or other financial institution appointed as paying agent for the Bonds in the manner provided in this Resolution.

“Principal” or **“Principal Amount”** means, with respect to any Current Interest Bond, the principal amount thereof, and, with respect to any Capital Appreciation Bond, the Denominational Amount.

“Purchase Contract” will have the meaning set forth in Section 4.01 hereof.

“Qualified Purposes” means the construction, rehabilitation, or repair of a public school facility or for the acquisition of land on which such a facility is to be constructed with part of the Available Project Proceeds of the Qualified School Construction Bonds as described in Section 54F(a)(1) of the Code. Expenditures for costs of acquisition of equipment to be used in such portion of the public school facility that that is being constructed, rehabilitated, or repaired with proceeds of the Qualified School Construction Bonds constitute a Qualified Purpose.

“Record Date” means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

“Required Sinking Fund Balance” means, as of any date, the aggregate amount of all Mandatory Sinking Fund Payments which are required to be on deposit in the Sinking Fund as of that date.

“Securities Depositories” means DTC, 711 Stewart Avenue, Garden City, New York, 11530, Facsimile transmission: (516) 227-4039, (516) 227-4190, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Sinking Fund” means the fund, if any, by that name, if any, established and held by the County Treasurer under Section 5.06.

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

“Tax-Exempt Bonds” means the series of Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

“Underwriter” means the original underwriter of the Bonds upon the negotiated sale thereof.

Section 2.02. Interpretation. Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE III

THE BONDS

Section 3.01. Authorization. The Board hereby authorizes the issuance of the Bonds in one or more series under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance school facilities in accordance with the Authorization and to pay Costs of Issuance. The aggregate principal amount of the Bonds shall not exceed \$10,000,000. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium, if any, on all Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

The Bonds will be issued in one or more series designated “Northern Humboldt Union High School District, General Obligation Bonds, Election of 2010,” with the first series of bonds to be designated “Series 2011A” and each series thereafter lettered sequentially. The Bonds may be issued as any combination of Tax-Exempt Bonds and Qualified School Construction Bonds.

Section 3.02. Terms of the Bonds.

(a) *Form; Numbering.* The Bonds will be dated as of the Closing Date, and may be issued either in the form of Current Interest Bonds or in the form of Capital Appreciation Bonds, as shall be designated in the Purchase Contract. The Bonds will be issued as fully registered bonds without coupons, in denominations of \$5,000 each (or, in the case of Capital Appreciation Bonds, denominations of \$5,000 Maturity Value), or any integral multiple thereof, but in an amount not to exceed the aggregate Principal Amount or Maturity Value of Bonds maturing in the year of maturity of the Bond for which the denomination is specified. Bonds shall be lettered and numbered as the Paying Agent may prescribe.

(b) *CUSIP Identification Numbers.* "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers do not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. Any failure by the District to use CUSIP numbers in any notice to Owners of the Bonds will not constitute an event of default or any violation of the District's contract with the Owners and will not impair the effectiveness of any such notice.

(c) *Maturities.* The Bonds shall mature on the dates and in the Principal Amounts and Maturity Amounts as set forth in the Purchase Contract, provided that the final maturity of the Bonds shall not exceed forty years from the Closing Date, and with respect to Qualified School Construction Bonds, shall be no later than the final date allowed for Qualified School Construction Bonds under the applicable provisions of the Tax Code.

(d) *Current Interest Bond Provisions.* If some or all Bonds of a series issued hereunder are issued as Current Interest Bonds, interest thereon (including the final interest payment upon maturity or redemption) will be payable by check of the Paying Agent mailed on each Interest Payment Date to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the 15th calendar day of the preceding month. However, at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Current Interest Bonds, which request is on file as the 15th calendar day of the month preceding an Interest Payment Date, interest on such Current Interest Bonds shall be paid on each succeeding Interest Payment Date to the account specified in such written request.

Each Current Interest Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the 15th calendar day of the preceding month, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated on or before July 15, 2011, in which event it will bear interest from the dated date of the Bonds. However, if at the time of authentication of a Current Interest Bond interest is in default thereon, such Current Interest Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(e) *Capital Appreciation Bond Provisions.* If some or all Bonds or a series issued hereunder are issued as Capital Appreciation Bonds, interest thereon will compound on each Compounding Date at the respective yields to maturity to be determined upon the sale thereof. The principal of and interest on the Capital Appreciation Bonds shall be payable solely at

maturity or earlier redemption thereof to the Owners thereof upon presentation and surrender thereof at the Office of the Paying Agent.

Interest on each Capital Appreciation Bond will accrue from the Compounding Date next preceding the date of authentication thereof unless (i) it is authenticated as of a Compounding Date, in which event interest will accrue from such Compounding Date, or (ii) it is authenticated prior to a Compounding Date and after the close of business on the 15th calendar day of the preceding month, in which event interest will accrue from such Compounding Date, or (iii) it is authenticated on or before July 15, 2011, in which event interest will accrue from the dated date of the Bonds.

Capital Appreciation Bonds are authorized to be issued as Convertible Capital Appreciation Bonds, whereby prior to a conversion date, such Bonds will be Capital Appreciation Bonds, and on such conversion date, such Bonds shall automatically convert to Current Interest Bonds, representing the Accreted Value of the Bonds on such Conversion Date. Convertible Capital Appreciation Bonds, if issued, shall be substantially in the form of Exhibit A-3.

(f) *Payment of Principal.* Principal of the Current Interest Bonds, and the Maturity Value of the Capital Appreciation Bonds, are payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(g) *Provisions of Purchase Contract to Control.* Notwithstanding the foregoing provisions of this Section 3.02 and the provisions of Section 3.03 hereof, any of the terms of the Bonds may be established or modified under the Purchase Contract. In the event of a conflict or inconsistency between this Resolution and the Purchase Contract relating to the terms of the Bonds, the provisions of the Purchase Contract shall be controlling.

SECTION 3.03. *Redemption.*

(a) *Redemption Dates and Prices.* The Bonds shall be subject to redemption prior to maturity on the dates and at the redemption prices which are set forth in the final form of the Purchase Contract.

(b) *Selection of Bonds for Redemption.* Whenever less than all of the Outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond will be deemed to consist of individual Bonds of \$5,000 denominations each, which may be separately redeemed.

(c) *Redemption Procedure.* The Paying Agent will cause notice of any redemption to be mailed, by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to (i) one or more of the Information Services, and (ii) to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to each of the Securities Depositories at least two days prior to such mailing to the Bond Owners.

Such notice must state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and shall require that such Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Upon surrender of Bonds redeemed in part only, the District will execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, the Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Bonds redeemed under this Section 3.03 and will furnish a certificate of cancellation to the District.

SECTION 3.04. *Form of Bonds.* The Tax-Exempt Bonds will be substantially in conformity with Appendix A-1 and Appendix A-2, and the Qualified School Construction Bonds will be substantially in conformity with Appendix B, each incorporated herein by this reference as if set forth in full, with necessary or appropriate variations, omissions and insertions as may be permitted or required by this Resolution.

SECTION 3.05. *Execution of Bonds.* The Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Clerk of the Board. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is manually signed by the Paying Agent as authenticating agent.

Only such Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Appendix A and Appendix B 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 Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 3.06. *Transfer of Bonds.* Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Bond issued upon any transfer. Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

SECTION 3.07. *Exchange of Bonds.* Bonds may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations. The District may charge a reasonable sum for each new Bond issued upon any exchange (except in the case of any exchange of temporary Bonds for definitive Bonds).

SECTION 3.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the 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, Bonds as herein before provided.

SECTION 3.09. *Book-Entry System.* Except as provided below, the Owner of all of the Bonds shall be DTC, and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond in the full aggregate principal amount of the Bonds. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the 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 Depository System Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Depository System 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 Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal of or interest on the Bonds. The District shall cause to be paid all principal and interest on the Bonds 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 of and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions Bond below, no person other than DTC shall receive a 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 Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Bonds. In such event, the District shall issue, transfer and exchange Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 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 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 Bonds evidencing the Bonds to any Depository System Participant having Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

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

ARTICLE IV

SALE OF BONDS; APPLICATION OF PROCEEDS

SECTION 4.01. *Sale of Bonds; Approval of Sale Documents.*

(a) *Negotiated Sale of the Bonds.* Pursuant to Section 53508.7 of the Bond Law, the Board hereby approves the negotiated sale of the Bonds to the Underwriter pursuant to the Purchase Contract in substantially the form on file with the Clerk of the Board together with any changes thereto which are approved by a District Representative. A District Representative is hereby delegated the authority to accept an offer from the Underwriter to purchase the Bonds, provided that the amount of Underwriter's discount for the Bonds shall be not more than 0.75% of the par amount thereof and the average rate of interest to be borne by the Bonds shall not exceed 12.00% per annum. A District Representative is hereby authorized to execute and deliver the final form of the Bond Purchase Contract.

(b) *Approval of Official Statement.* The Board hereby approves and deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Bonds in the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the Preliminary Official Statement by the Underwriter is hereby approved. A District Representative is hereby authorized and directed to approve any changes in or additions to the Final Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. The Final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) *Actions to Close the Financing.* The Superintendent, the Assistant Superintendent, the Clerk of the Board 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, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Bonds. Whenever in this Resolution any action is authorized to be taken by an officer of the District and such officer is absent or unavailable, such action may be taken on behalf of the District by any designee of such officer.

(d) *Delivery of the Bonds.* A District Representative is hereby directed to cause the Bonds to be printed, signed and sealed, and to be delivered to the Underwriter upon the County Treasurer's receipt of the purchase price therefor and upon the Underwriter's performance of the conditions set forth in the Bond Purchase Contract.

SECTION 4.02. *Application of Proceeds of Sale of Bonds.* On the Closing Date, the proceeds of sale of any series of the Bonds shall be paid by the Underwriter to the County Treasurer, who shall transfer such proceeds as follows:

- (a) The portion of the proceeds representing the premium (if any) received on the sale of such series of Bonds shall be deposited with the County Treasurer in the Debt Service Fund established for such series of Bonds.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Bonds shall be deposited in the Building Fund established for such series of Bonds, to be applied as set forth in Section 4.03.

SECTION 4.03. *Building Fund.* The Board hereby directs the County to establish, hold and maintain a fund for each series of the Bonds issued hereunder, each to be known as the “Northern Humboldt Union High School District, Election of 2010, Series 2011 __ Building Fund”, with the appropriate series designation included therein, to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District, and to deposit therein proceeds of the Bonds to the extent required under Section 4.02(b). The County Treasurer shall maintain separate accounting for the proceeds of the Bonds deposited therein, including all earnings received from the investment thereof. Amounts on deposit in the Building Fund shall be expended by the District solely for the purposes for which the Bond proceeds are authorized to be expended under the Authorization (which includes related Costs of Issuance), and, with respect to Qualified school Construction Bonds, for purposes which are authorized for the expenditure of Qualified School Construction Bonds under the Tax Code. All interest and other gain arising from the investment of amounts deposited each the Building Fund shall be retained in such Building Fund and used for the purposes thereof.

With respect to the Building Fund established for Qualified School Construction Bonds, upon the expiration of the Expenditure Period, all amounts remaining on deposit in such Building Fund shall be withdrawn therefrom and applied to the extraordinary mandatory redemption of the Bonds, as provided in the Purchase Contract.

With respect to any Building Fund established for a series of the Bonds which is not a series of Qualified School Construction Bonds, at the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in such Building Fund and not needed for the purposes thereof shall be withdrawn from such Building Fund and transferred to the Debt Service Fund established for such series of Bonds, to be applied to pay the principal of and interest on such Bonds, or, in the case of Capital Appreciation Bonds, the Accreted Value thereof.

SECTION 4.04. *Estimated Costs of Issuance.* Isom Advisors, A Division of Urban Futures Inc. has been selected to act as financial advisor to the District, Jones Hall, A Professional Law Corporation, has been selected as the District’s bond and disclosure counsel, and E. J. De La Rosa & Co. Inc. has been selected as the Underwriter in connection with the issuance and sale of the Bonds. The estimated costs of issuance associated with the bond sale, in the event that both Tax-Exempt Bonds and Qualified School Construction Bonds are issued, is \$275,000. The estimated costs of issuance associated with the bond sale if only Tax-Exempt Bonds are issued \$179,000. In each case, such estimated costs of issuance include fees of the financial advisor, fees of bond counsel and disclosure counsel, costs of printing the Official Statement, rating agency fees, paying agent fees and Underwriter’s discount.

Payment of the costs of issuing the Bonds shall be administered as provided in the Purchase Contract. A District Representative is hereby authorized to execute an agreement with respect to the administration of Costs of Issuance, if and as necessary, to facilitate the administration and payment of Costs of Issuance.

SECTION 4.05. Taxable Status of Certain Series of Bonds. The Board has determined that interest payable on Bonds issued as Qualified School Construction Bonds will be subject to federal income taxation, and that the provisions of Section 5900 et seq. of the California Government Code apply to such Bonds. At the determination of the Superintendent that it would be in the best interests of the District to exercise any of the powers granted to it under the such provisions, the District may take any action permitted thereunder whether or not such action is otherwise authorized under this Resolution or conflicts with any other provision of this Resolution.

SECTION 4.06. Official Actions. Each District Representative and their designees, and any and all other officers of the District, are authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

ARTICLE V

SECURITY FOR THE BONDS; PAYMENT OF DEBT SERVICE

SECTION 5.01. Security for the Bonds. The Bonds are general obligation bonds of the District, and the Board of Supervisors of the County has the power to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with and subject to Sections 15250 and 15252 of the Bond Law.

SECTION 5.02. Pledge and Application of Bond Subsidy Payments. The Qualified School Construction Bonds are further secured by and payable from the Bond Subsidy Payments received by the District with respect to such issue of Bonds. Promptly upon receipt of any Bond Subsidy Payments, the District shall cause such Bond Subsidy Payments to be paid to the County Treasurer for deposit into the applicable Debt Service Fund established under Section 5.05, or to the Paying Agent into the Debt Service Fund.

SECTION 5.03. Schedule of Mandatory Sinking Fund Payments for Qualified School Construction Bonds. In order to provide for the payment of the Qualified School Construction Bonds at maturity, the Board hereby authorizes a District Representative to determine a schedule of Mandatory Sinking Fund Payments for such Bonds. The aggregate amount of all such Mandatory Sinking Fund Payments shall be calculated to be sufficient to pay the principal amount of such Bonds when due. The final schedule of Mandatory Sinking Fund Payments, if any, shall be set forth in the Purchase Contract.

SECTION 5.04. Levy of Ad Valorem Property Taxes for Payment of Bonds. The Board hereby directs the County to levy *ad valorem* taxes without limitation as to rate or amount, as provided in Section 15250 of the Education Code, so as to enable the District to

punctually pay, or cause to be paid, the principal of and interest on each series of the Bonds, including all annual Mandatory Sinking Fund Payments, if any, required to pay the principal of Qualified School Construction Bonds at maturity or upon the prior redemption thereof, in conformity with the terms of the Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

With respect to Qualified School Construction Bonds, in order to provide the benefits to the taxpayers of the District of the Bond Subsidy Payments and the investment of amounts on deposit in the Sinking Fund, if any, the Board hereby directs the County to levy an amount of annual *ad valorem* taxes in each Fiscal Year which is sufficient, together with the amounts held in the applicable Debt Service Fund at the time of such tax levy, to (a) pay interest coming due and payable on such Bonds prior to the receipt of the next tax levy, and (b) cause the balance on deposit in the Sinking Fund to equal the Required Sinking Fund Balance as of the date prior to the receipt of the next tax levy.

SECTION 5.05. *Establishment and Administration of Debt Service Funds.* The Board hereby directs the County to establish, hold and maintain a fund for each series of the Bonds issued hereunder, each to be known as the “Northern Humboldt Union High School District, Election of 2010 General Obligation Bonds, Series 2011__ Debt Service Fund,” with the appropriate series designation included therein, to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District, and to deposit therein proceeds of the Bonds to the extent required under Section 4.02(a).

All taxes levied by the County, at the request of the District, for the payment of principal of and interest on each series of Bonds issued hereunder in accordance with this Resolution, including amounts levied to make Mandatory Sinking Fund Payments, shall be deposited in the applicable Debt Service Fund by the County promptly upon apportionment of said levy. In addition, the County shall deposit into the Debt Service Fund for the Qualified School Construction Bonds all Bond Subsidy Payments, if paid to the County. The Debt Service Fund for each series of Bonds is hereby pledged for the payment of the principal of and interest on (or the Accreted Value in the case of Capital Appreciation Bonds) the applicable Bonds when due. Amounts in each Debt Service Fund, to the extent necessary to pay the interest on the applicable series of Bonds when due, shall be transferred by the County to the Paying Agent as required.

With respect to Qualified School Construction Bonds, if a Sinking Fund is established pursuant to Section 5.06, amounts on deposit in such Debt Service Fund shall be transferred to the Sinking Fund annually, on each date on which a Mandatory Sinking Fund Payment is due, in an amount required to cause the balance in the Sinking Fund to equal the Required Sinking Fund Balance.

Any moneys remaining in each Debt Service Fund after the applicable series of Bonds have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District as provided in Section 15234 of the Bond Law. As provided in Section 15232 of the Bond Law, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Bonds elsewhere than at the office of the County Treasurer, and all such amounts shall be collected as additional *ad valorem* property taxes levied in accordance with Section 4.04.

SECTION 5.06. *Sinking Fund for Qualified School Construction Bonds.* In order to provide for the payment of the Qualified School Construction Bonds at maturity, the Board hereby authorizes a District Representative to determine a schedule of Mandatory Sinking Fund Payments for the Qualified School Construction Bonds. The final schedule of Mandatory Sinking Fund Payments, if any, will be set forth in the Purchase Contract.

The Board may direct the County to establish, hold and maintain the “Sinking Fund”, to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. An amount equal to the Required Sinking Fund Balance will be maintained on deposit in the Sinking Fund at all times. The Sinking Fund is pledged for the payment of the principal of the Qualified School Construction Bonds when due, including the principal coming due and payable on any mandatory redemption of any Qualified School Construction Bonds. Amounts in the Sinking Fund, to the extent necessary to pay the principal of the Qualified School Construction Bonds when due, will be transferred by the County to the Paying Agent as required. The Sinking Fund constitutes a reserve fund for the Qualified School Construction Bonds and shall be maintained in accordance with Section 5.04(c)(L).

SECTION 5.07. *Investments.* Proceeds of the Bonds held by the County Treasurer will be invested at the County Treasurer’s discretion pursuant to law and the investment policy of the County, unless otherwise requested in writing by the District as follows:

(i) At the written request of the District, given by District Representative, the County Treasurer may invest all or any portion of any Building Fund established hereunder in the Local Agency Investment Fund in the treasury of the State of California.

(ii) At the written request of the District, given by District Representative, all or any portion of any Building Fund established hereunder may be invested on behalf of the District in investment agreements, including guaranteed investment contracts, which comply with the requirements of each rating agency then rating the applicable series of Bonds.

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 Bonds (within the meaning of Section 148 of the Code) will be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value.

ARTICLE VI

OTHER COVENANTS OF THE DISTRICT

SECTION 6.01. *Punctual Payment.* The Board will direct the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Bonds, including any Mandatory Sinking Fund Payments, in conformity with the terms of the Bonds and of this Resolution. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 6.02. *Books and Accounts; Financial Statement.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 6.03. *Protection of Security and Rights of Bond Owners.* The District will preserve and protect the security of the Bonds and the rights of the Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Bonds by the District, the Bonds shall be incontestable by the District.

SECTION 6.04. *Tax Covenants.* In order to provide assurances that each series of Bonds will constitute Tax-Exempt Bonds or Qualified School Construction Bonds, as applicable, at all times during the term thereof, the District hereby makes the following covenants:

(a) *Tax Covenants Relating to Tax-Exempt Bonds.* For any Bonds issued as Tax-Exempt Bonds, the District covenants as follows:

A. Private Activity Bond Limitation. The District covenants that it will assure that the proceeds of the Tax-Exempt Bonds are not so used as to cause the Tax-Exempt 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 covenants that it will 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 Tax-Exempt Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

C. Rebate Requirement. The District covenants that it will 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 Tax-Exempt Bonds.

D. No Arbitrage. The District has covenanted that it will not take, or permit or suffer to be taken any action with respect to the proceeds of the Tax-Exempt 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 Tax-Exempt Bonds would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

E. Maintenance of Tax-Exemption. The District covenants that it will take all actions necessary to assure the exclusion of interest on the Tax-Exempt Bonds from the gross income of the Owners of the Tax-Exempt 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 Tax-Exempt Bonds.

(b) *Tax Covenants Relating to Qualified School Construction Bonds.* For any Bonds issued as Direct Pay Qualified School Construction Bonds, the District covenants as follows:

A. Allocation of Federal QSCB Limitation. The District has received an allocation of qualified school construction bond authority for calendar year 2010 from the California Department of Education, included in the transcript for the Qualified School Construction Bonds.

B. Designation of Bonds as Qualified School Construction Bonds. The District hereby designates the Qualified School Construction Bonds as “Qualified School Construction Bonds” for purposes of Section 54F(a)(3) of the Code. The District also hereby irrevocably elects to apply the provisions of Section 6431(f) of the Tax Code to the Qualified School Construction Bonds and intends that the Qualified School Construction Bonds be treated as specified tax credit bonds within the meaning of Section 6431(f)(2) of the Code. The District intends that the Qualified School Construction Bonds will be eligible for direct payment by the federal government of the Bond Subsidy Payments in the amounts described in Section 6431(f)(1)(C) of the Code.

C. Filing of Forms To Receive Bond Subsidy Payments. The District (or an outside agent, if appointed in writing by the District) will, within the 45-day period beginning on the date that is 90 days before the next Interest Payment Date, file Form 8038-CP or any successor form designated by the federal government, requesting payment of the Bond Subsidy Payments with respect to the next interest payment on the Qualified School Construction Bonds. If the Paying Agent is appointed to assist the District by completing and submitting form 8038-CP, the District agrees to enter into at the time of such appointment an agreement between the Paying Agent and the District providing for such services.

D. Qualified Issuer. The District is local government qualified to issue the Qualified School Construction Bonds under Section 54F(a)(2) of the Tax Code. The District has established and currently operates the various public school sites with respect to which the Available Project Proceeds will be spent.

E. Qualified School Construction Project. The District will assure that all of the Available Project Proceeds of the Qualified School Construction Bonds will be used for Qualified Purposes in accordance with Section 54F(a)(1) of the Tax Code.

F. Compliance with Expenditure Period Limitations. The District reasonably expects to expend all of the Available Project Proceeds for Qualified Purposes within the Expenditure Period. To the extent that less than 100% of the Available Project Proceeds are expended for Qualified Purposes by the end of the Expenditure Period, all nonqualified bonds (as determined under Section 142 of the Code) will be redeemed within 90 days of the end of the Expenditure Period, in accordance with the requirements of Section 54A(d)(2)(B) of the Code in the time and manner prescribed by the Code.

G. Binding Commitment to Spend Available Project Proceeds. The District will, within six months of the Closing Date, enter into a substantial binding obligation to a third party to spend at least 10% of the Available Project Proceeds for Qualified Purposes.

H. Financing Capital Expenditures, No Working Capital. All Available Project Proceeds of the Qualified School Construction Bonds will be spent on capital expenditures with a reasonably expected economic life of one year or more.

I. Limitation on Issuance Costs. No proceeds of the Bonds (or any Bonds issued hereunder) and investment earnings thereon, in an amount in excess of 2% of the proceeds of the sale of the Bonds, will be used to pay costs of issuing of the Bonds. If the fees of the Underwriter are retained as a discount on the purchase of the Bonds, such retention will be deemed to be an expenditure of proceeds of the Bonds for said fees.

J. No Arbitrage. The District will not take, or permit or suffer to be taken by the Paying Agent, the County Treasurer or otherwise, any action with respect to the proceeds of the 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 Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code as modified by Section 54A(d)(4) of the Tax Code.

K. Rebate Compliance. The District will take any and all actions necessary to assure compliance with Section 148(f) of the Tax 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 Bonds. For purposes of this paragraph, investments of Available Project Proceeds during the Expenditure Period are deemed to comply with the requirements and limitations of Section 148 of the Tax Code.

L. Limitation on Reserve Funds. No fund the proceeds of which are pledged to, or are reasonably expected to be used directly or indirectly to pay, principal or interest on the Bonds or are reserved or otherwise set aside such that there is a reasonable assurance that such amounts will be available to pay principal or interest on the Qualified School Construction Bonds will be funded with respect to the Qualified School Construction Bonds except as follows: (i) the fund is funded at a rate not more rapid than equal annual installments, (ii) such fund is funded in a manner reasonably expected to result in an amount not

greater than an amount necessary to repay the issue, and (iii) the yield on the fund is not greater than the rate determined under 54A(d)(5)(B) of the Code.

M. Prohibition on Financial Conflicts of Interest. The District hereby covenants and agrees to comply with all State and local law requirements governing conflicts of interest as such requirements may relate, directly or indirectly, to the Qualified School Construction Bonds. The District hereby covenants and agrees to comply with any conflict of interest rules prescribed by the IRS or United States Department of Treasury governing the appropriate Member of Congress, Federal, State, and local officials, and their spouses as such rules may apply to the Qualified School Construction Bonds.

N. Davis-Bacon Act Requirements. The District hereby covenants and agrees to comply with the wage rate requirements of Title 40, Subtitle II, Part A, Chapter 31, Subchapter IV of the United States Code as such requirements relate to the proceeds of the Qualified School Construction Bonds.

SECTION 6.05. *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, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 6.06. *Non-Liability of the County.* The Board hereby acknowledges that the County has not assisted the District, nor has it participated in any way, in (a) the selection of the Underwriter, Bond Counsel or financial advisor or (b) the structuring of the Bonds. In addition, the County has not approved the Official Statement, and County does not assume any responsibility for the adequacy or accuracy of the statements contained therein.

SECTION 6.07. *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 Bonds of the rights and benefits provided in this Resolution.

ARTICLE VII

THE PAYING AGENT

SECTION 7.01. *Appointment of Paying Agent.* The Treasurer of Humboldt County is hereby appointed to act as Paying Agent for the Bonds and, in such capacity, shall also act as registration agent and authentication agent for the 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 with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent.

The Paying Agent may at any time resign by giving written notice to the District and the Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$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, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01 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.

Any resignation of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

SECTION 7.02. *Paying Agent May Hold Bonds.* The Paying Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Bonds, 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 confirm, as further assurance, any pledge under, and to subject 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;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure the status of the Bonds as Qualified School Construction Bonds for which Bond Subsidy Payments are eligible to be received.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners or all Outstanding Bonds: (a) a change in the terms of maturity of

the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or (c) a reduction in the amount of moneys pledged for the repayment of the Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Bonds.

SECTION 9.02. *Defeasance of Bonds.*

(a) Discharge of Resolution. 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 such Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Bonds; or
- (iii) by delivering such Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Bonds and also pays or causes 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 Bonds have not 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 that 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 under this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on 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) hereof) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 3.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such 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 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 Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such 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 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 under this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 3.03 or provision satisfactory to the Paying Agent has 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 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 Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 3.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of 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 Bonds and remaining unclaimed for 2 years after the principal of all of the 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 2 years after the date of deposit of such moneys if deposited after said date when all of the 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 Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the 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 Bond Owners.

Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bond Owner 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 Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such 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 Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or canceled under 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 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 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 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 chief financial officer of the District in trust for the benefit of the Bond Owners.

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

* * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Northern Humboldt Union High School District by the following vote on January 11, 2011.

AYES:

NOES:

ABSENT:

SIGNED COPIES ON FILE

Clerk of the Board of Trustees
of the Northern Humboldt Union High School
District

EXHIBIT A-1

FORM OF CURRENT INTEREST BOND

REGISTERED NO. _____

*****\$** _____ *******

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT
(Humboldt County, California)
GENERAL OBLIGATION BOND
ELECTION OF 2010, SERIES 2011** _____

INTEREST RATE: _____% **MATURITY DATE:** August 1, _____ **DATED AS OF:** _____, 2011 **CUSIP:**

REGISTERED OWNER: **CEDE & CO.**

PRINCIPAL AMOUNT: ******* _____ **Dollars*****

The NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT (the "District") in Humboldt County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 (the "Bond Payment Dates"), commencing August 1, 2011. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2011, in which event it shall bear interest from the date of issuance. Principal and interest are payable in lawful money of the United States of America without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially the Treasurer of Humboldt County. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent in Los Angeles, California. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the Record Date").

This Bond is one of an aggregate amount of \$_____ of bonds issued to be used to renovate, construct and improve school facilities to serve the District under authority of and pursuant to the laws of the State of California, and the two-thirds vote of the electors of the District obtained at an election held on November 2, 2010, upon the question of issuing bonds in the amount of \$25,800,000, and the resolution of the Board of Trustees of the District adopted on _____, 2011 (the "District Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or

amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The Bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds and \$_____ Initial Principal Amount (\$_____ Maturity Value) Capital Appreciation Bonds, of which this bond is a part. The Bonds are being issued concurrently with the District's General Obligation Bonds, Election of 2010, Series 2011_____.

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

Neither the District, nor the Paying Agent will be required to issue or transfer any bond during a period beginning with the opening of business on the 16th day of the month next preceding any Bond Payment Date.

[TO BE DETERMINED UPON THE SALE OF THE BONDS] The Bonds are not subject to redemption prior to maturity.

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

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

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing

the bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

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

IN WITNESS WHEREOF, the District has caused this bond to be executed by the facsimile signature of the President of the Board and to be countersigned by the facsimile signature of the Clerk of the Board, all as of the date stated above.

NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT

By: _____
President of the Board

ATTEST:

By: _____
Clerk of the Board

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the District Resolution referred to herein.

Date of Registration and Authentication: _____, 2011

HUMBOLDT COUNTY TREASURER,
as Paying Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

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

Dated: _____

Signature Guaranteed:

Notice: Signature must be guaranteed by an eligible guarantor institution.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration of any change whatever.

APPENDIX A-2

FORM OF CAPITAL APPRECIATION BOND

REGISTERED NO. _____

\$_____
(Maturity Value)

NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT
(Humboldt County, California)
GENERAL OBLIGATION BOND
ELECTION OF 2010, SERIES 2011__

YIELD TO MATURITY MATURITY DATE DATE OF ISSUANCE CUSIP
% August 1, _____, 2011

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT: _____ DOLLARS

MATURITY VALUE: _____ DOLLARS

The NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT, a district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, which Maturity Value is comprised of the Denominational Amount specified above plus interest compounded semiannually on each February 1 and August 1, commencing from the Date of Issuance at the Yield to Maturity specified above, assuming that the sum of such compounded interest and the Denominational Amount hereof increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months (interest, together with the Denominational Amount hereof, being herein called the "Accreted Value"). Accreted Value is payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially the Treasurer of Humboldt County. Accreted Value is payable upon presentation and surrender of this bond at the principal office of the Paying Agent in Los Angeles, California.

This Bond is one of an aggregate amount of \$_____ of bonds issued to be used to renovate, construct and improve school facilities to serve the District under authority of and pursuant to the laws of the State of California, and the two-thirds vote of the electors of the District obtained at an election held on November 2, 2010, upon the question of issuing bonds in the amount of \$25,800,000, and the resolution of the Board of Trustees of the District adopted on _____, 2011 (the "District Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The Bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds and \$_____ Initial Principal Amount (\$_____ Maturity Value) Capital

Appreciation Bonds, of which this bond is a part. The Bonds are being issued concurrently with the District's General Obligation Bonds, Election of 2010, Series 2011 ____.

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

Neither the District, nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16th day of the month next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

[TO BE DETERMINED UPON PRICING] The Bonds are not subject to redemption prior to maturity.

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

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

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

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in

such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the District has caused this bond to be executed by the facsimile signature of the President of the Board and to be countersigned by the facsimile signature of the Clerk of the Board, all as of the date stated above.

NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT

By: _____
President of the Board

ATTEST:

By: _____
Clerk of the Board

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the District Resolution referred to herein.

Date of Registration and Authentication: _____, 2011

HUMBOLDT COUNTY TREASURER,
as Paying Agent

By: _____
Authorized Signatory

ACCRETED VALUE TABLE

FORM OF ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

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

Dated: _____

Signature Guaranteed:

Notice: Signature must be guaranteed by an eligible guarantor institution.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration of any change whatever.

one are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The Bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds and \$_____ Initial Principal Amount (\$_____ Maturity Value) Capital Appreciation Bonds, of which this bond is a part. The Bonds are being issued concurrently with the District's General Obligation Bonds, Election of 2010, Series 2011_____.

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

Neither the District, nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 16th day of the month next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

[TO BE DETERMINED UPON PRICING] The Bonds are not subject to redemption prior to maturity.

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

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

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

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

IN WITNESS WHEREOF, the District has caused this bond to be executed by the facsimile signature of the President of the Board and to be countersigned by the facsimile signature of the Clerk of the Board, all as of the date stated above.

NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT

By: _____
President of the Board

ATTEST:

By: _____
Clerk of the Board

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the District Resolution referred to herein.

Date of Registration and Authentication: _____, 2011

HUMBOLDT COUNTY TREASURER,
as Paying Agent

By: _____
Authorized Signatory

ACCRETED VALUE TABLE

FORM OF ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

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

Dated: _____

Signature Guaranteed:

Notice: Signature must be guaranteed by an eligible guarantor institution.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration of any change whatever.

APPENDIX B

FORM OF QUALIFIED SCHOOL CONSTRUCTION BOND

REGISTERED NO. ____

\$_____

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT
(Humboldt County, California)
GENERAL OBLIGATION BOND
ELECTION OF 2010, SERIES 2011____
(DIRECT PAY QUALIFIED SCHOOL CONSTRUCTION BONDS)**

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT (the "District"), located in Humboldt County, California (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing August 1, 2011 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2011 in which event it will bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially the Treasurer of Humboldt County. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money for the acquisition, construction and rehabilitation of school facilities, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and under the laws of the State of California, and the requisite two-thirds vote of the electors of the District cast at a special bond election held on November 2, 2010, upon the question of issuing Bonds in the amount of \$25,800,000, and under the resolution of the Board of Trustees of the District adopted on _____, 2011 (the "Bond Resolution"). The Bonds are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The District has designated the Bonds as "Qualified School Construction Bond" for purposes of Section 54F(a)(3) of the Internal Revenue Code of 1986 (the "Tax Code") and intends that the Bonds be "qualified bonds" under Section 6431(f) of the Tax Code. The District has covenant to apply all direct payments made to the District by the federal government under Section 6431 of the Tax Code, which the District has elected to receive under Section 54AA(g)(1) of the Tax Code, to the payment of principal of and interest on the Bonds. Interest on the Bonds is not intended to be excluded from gross income for federal income tax purposes.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

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

[TO BE DETERMINED UPON THE SALE OF THE BONDS] The Bonds are subject to redemption prior to their maturity at the option of the District, as a whole or in part, on any date prior to their maturity, upon the occurrence of an Extraordinary Event, at a redemption price equal to the greatest of (i) 100% of the principal amount of the Bonds to be redeemed; (ii) the initial offering price of the Bonds, as shown on the inside front cover page of this Official Statement; or (iii) the sum of the present values of the remaining scheduled payments of principal of and interest on the Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the date on which the Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at a discount rate equal to

the Comparable Treasury Yield, plus 100 basis points; plus, in each case, accrued interest on the Bonds to be redeemed to the redemption date.

The term “Comparable Treasury Issue” means the Treasury Department security selected by the Independent Banking Institution as having a maturity comparable to the remaining term to maturity of the Bond being redeemed that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term to maturity of the Bond being redeemed.

The term “Comparable Treasury price” means, with respect to any date on which a Bond or portion thereof is being redeemed, either (i) the average of five Reference Treasury Dealer quotations for the date fixed for redemption, after excluding the highest and lowest such quotations, and (ii) if the Independent Banking Institution is unable to obtain five such quotations, the average of the quotations that are obtained. The quotations shall be the average, as determined by the Independent Banking Institution, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of principal amounts) quoted in writing to the Independent Banking Institution, at 5:00 p.m. New York City time on the third Business Day preceding the date fixed for redemption.

The term “Comparable Treasury Yield” means the yield which represents the weekly average yield to maturity for the preceding week appearing in the most recently published statistical release designated “H.15(519) Selected Interest Rates” under the heading “Treasury Constant Maturities,” or any successor publication selected by the Independent Banking Institution that is published weekly by the Board of Governors of the Federal Reserve System and that establishes yields on actively traded Treasury Department securities adjusted to constant maturity, for the maturity corresponding to the remaining term to maturity of the Bond being redeemed. The Comparable Treasury Yield shall be determined as of the third Business Day immediately preceding the applicable date fixed for redemption. If the H.15(519) statistical release sets forth a weekly average yield for Treasury Department securities that have a constant maturity that is the same as the remaining term to maturity of the Bond being redeemed, then the Comparable Treasury Yield shall be equal to such weekly average yield. In all other cases, the Comparable Treasury Yield shall be calculated by interpolation on a straight-line basis, between the weekly average yields on the Treasury Department securities that have a constant maturity (i) closest to and greater than the remaining term to maturity of the Bond being redeemed; and (ii) closest to and less than the remaining term to maturity of the Bond being redeemed. Any weekly average yields calculated by interpolation shall be rounded to the nearest 1/100th of 1%, with any figure of 1/200th of 1% or above being rounded upward. If, and only if, weekly average yields for Treasury Department securities for the preceding week are not available in the H.15(519) statistical release or any successor publication, then the Comparable Treasury Yield shall be the rate of interest per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price as of the date fixed for redemption.

The term “Extraordinary Event” means a determination by the District that a material adverse change has occurred to Sections 54A, 54F, 54AA or 6431 of the Code or the publication of any procedures, rules or guidance by the Internal Revenue Service or the Treasury Department with respect to such Sections or any other determination by the Internal Revenue Service or the Treasury Department, which determination is not the result of any act or omission by the District or the County to satisfy the requirements for the District to qualify to receive a direct cash subsidy payment from the Treasury Department equal to the lesser of (i)

the amount of interest payable on the Bonds on each Interest Payment Date, or (ii) the amount of interest which would have been payable on such Bonds on such Interest Payment Date if such Bonds bore interest at a rate equal to the Applicable Credit Rate, pursuant to which such direct cash subsidy payment is reduced, deferred or eliminated.

The term "Independent Banking Institution" means an investment banking institution of national standing which is a primary United States government securities dealer in the United States designated by the District (which may be one of the Original Purchasers). If the District fails to appoint an Independent Banking Institution at least 45 days prior to the date fixed for redemption, or if the Independent Banking Institution appointed by the District is unwilling or unable to determine the Comparable Treasury Yield, the Comparable Treasury Yield shall be determined by an Independent Banking Institution designated by the Paying Agent.

The term "Original Purchaser" means the Underwriter of the Bonds.

The term "Reference Treasury Dealer" means a primary United States Government securities dealer in the United States appointed by the District and reasonably acceptable to the Independent Banking Institution (which may be the Original Purchaser). If the District fails to select the Reference Treasury Dealers within a reasonable period of time, the Paying Agent will select the Reference Treasury Dealers in consultation with the District.

In the event and to the extent that the District fails to expend all of the proceeds of the Bonds within the Expenditure Period, the Bonds shall be subject to extraordinary mandatory redemption on any date which is not more than 90 days following the Expenditure Period (as such term is defined in the Resolution), at a redemption price equal to 100% of the principal amount of the outstanding Bonds to be redeemed, together with accrued thereon to the redemption date, without premium. The redemption price of any Bonds to be redeemed under this paragraph shall be payable solely from the unexpended proceeds of the Bonds remaining at the expiration of the Expenditure Period.

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there becomes due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owners of the Bonds by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required to transfer any Bond (a) during the period established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond which has been selected for redemption.

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

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

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

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

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be executed on behalf of the District by the manual or facsimile signatures of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Executive Clerk to the Board of Trustees of the District, all as of the date stated above.

NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT

By _____
President of the Board of Trustees

COUNTERSIGNED:

By _____
Clerk of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: _____, 2011

HUMBOLDT COUNTY TREASURER, as Paying Agent

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____ attorney, to transfer the same on the registration books of the Bond Registrar,
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an
eligible guarantor institution.

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face of
the within Bond in every particular without alteration
or enlargement or any change whatsoever.