

RESOLUTION NO. 48-20

RESOLUTION OF THE BOARD OF EDUCATION OF THE DAVIS JOINT UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS OF DAVIS JOINT UNIFIED SCHOOL DISTRICT BY A PUBLIC SALE PURSUANT TO A BOND PURCHASE AGREEMENT OR A PRIVATE SALE THROUGH A PLACEMENT AGENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A PLACEMENT AGENT AGREEMENT, IF NECESSARY, A PAYING AGENT AGREEMENT, AN ESCROW AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, IF NECESSARY, APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT FOR THE REFUNDING BONDS, IF NECESSARY, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, a duly called election was held within the territory of the Davis Joint Unified School District (the "District"), on May 23, 2000 and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite two-thirds vote of the qualified electors within the District a question as to the issuance and sale of general obligation bonds of the District for various capital improvement purposes set forth in the California Constitution and Education Code section 15100 et seq., in the maximum amount of \$26,000,000 payable from the levy of an *ad valorem* tax against the taxable property within the District (the "Authorization");

WHEREAS, pursuant to the Authorization, on August 30, 2000, the District issued its General Obligation Bonds, Election of 2000, Series 2000, in the aggregate initial principal amount of \$13,000,000 (the "Series 2000 Bonds"); and

WHEREAS, pursuant to the Authorization, on August 1, 2002, the District issued its General Obligation Bonds, Election of 2000, Series 2002, in the aggregate initial principal amount of \$13,000,000 (the "Series 2002 Bonds"); and

WHEREAS, on May 6, 2010, the District issued its 2010 General Obligation Refunding Bonds, in the aggregate principal amount of \$9,600,000 (the "2010 Bonds") in order to refund a portion of the Series 2000 Bonds;

WHEREAS, on August 14, 2011, the District issued its 2011 General Obligation Refunding Bonds, in the aggregate principal amount of \$9,475,000 (the "2011 Bonds" and together with the 2010 Bonds, the "Prior Bonds") in order to refund a portion of the Series 2002 Bonds;

WHEREAS, prudent management of the fiscal affairs of the District requires that the District issue general obligation refunding bonds (the "Refunding Bonds") under the provisions of Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act") to refund a portion of the outstanding Prior Bonds (the "Refunded Bonds"), provided that a sufficient level of savings may be achieved by doing so;

WHEREAS, it appears to the Board of Education of the District (the "Board") that the total net interest cost to maturity plus the principal amount of the Refunding Bonds (plus any costs of issuance not funded from proceeds of the Refunding Bonds) will not exceed the total net interest cost to maturity plus the principal amount of the Refunded Bonds, which, pursuant to California Government Code Sections 53552 and 53556, will permit the Board to issue the Refunding Bonds without approval of the electorate;

WHEREAS, a form of bond purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Bond Purchase Agreement") for the purchase of the Refunding Bonds, proposed to be entered into has been prepared;

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Refunding Bonds at a public sale, an underwriter must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Refunding Bonds to provide disclosure of certain financial information and certain material events on an ongoing basis;

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a continuing disclosure certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Continuing Disclosure Certificate"), a form of which has been prepared;

WHEREAS, a form of the Paying Agent, Bond Registrar, and Costs of Issuance Agreement by and between the District and U.S. Bank National Association ("Paying Agent") with such changes, insertions and omissions as are made pursuant to this Resolution ("Paying Agent Agreement") has been presented to this meeting;

WHEREAS, a form of the Escrow and Deposit Agreement, relating to the Refunded Bonds, by and between the District and The Bank of New York Mellon Trust Company, N.A. ("Escrow Agent") with such changes, insertions and omissions as are made pursuant to this Resolution ("Escrow Agreement") has been presented to this meeting;

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Refunding Bonds, if any, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Preliminary Official Statement") has been prepared;

WHEREAS, due to the volatility in the current financial markets, the District desires to retain the flexibility to place the Refunding Bonds through a Placement Agent (defined herein) with a Purchaser (defined herein) in a private sale, as opposed to a public sale, in order to achieve the lowest cost of borrowing and, if determined that a private sale will be consummated for the Refunding Bonds, it will not be required to deliver a Preliminary Official Statement, an Official Statement (defined herein) or a Continuing Disclosure Certificate;

WHEREAS, the Board has been presented with the form of each document referred to herein relating to the financing, and the Board has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing;

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Davis Joint Unified School District, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board so finds.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Act” shall mean Section 53550 *et seq.* of the Government Code of the State of California, as amended.

“Authorized Officers” means the President of the Board, the Superintendent of the District, and the Chief Business and Operations Officer of the District, or such other officer or employee of the District as such officers may designate.

“Board” means the Board of Education of the District.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the sale of the Refunding Bonds by and between the District and the Underwriter or Purchaser in accordance with the provisions hereof.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Refunding Bonds.

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed and delivered by the District relating to the Refunding Bonds.

“County” means Yolo County, a political subdivision of the State of California.

“District” means the Davis Joint Unified School District, a unified school district and political subdivision of the State of California.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Refunding Bonds, including any such successor thereto appointed pursuant to Section 10 hereof.

“Escrow Agent” shall mean The Bank of New York Trust Company, N.A.

“Escrow Agreement” shall mean that Escrow and Deposit Agreement by and between the District and the Escrow Agent.

“Interest Date” means February 1 and August 1 of each year commencing on February 1, 2021, or such other dates as may be set forth in the Bond Purchase Agreement.

“Municipal Advisor” means Government Financial Strategies inc., as the municipal advisor to the District.

“Official Statement” means the Official Statement of the District relating to the Refunding Bonds.

“Opinion of Refunding Bond Counsel” means an opinion of counsel of nationally recognized standing in the field of law relating to municipal Refunding Bonds.

“Owner” means, with respect to any Refunding Bond, the person whose name appears on the Registration Books as the registered Owner thereof, including the Purchaser in a private sale of Refunding Bonds, as applicable.

“Paying Agent” means U.S. Bank National Association, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent, costs of issuance administrator and paying agent for the Refunding Bonds in accordance with Section 8 hereof.

“Permitted Investments” means the County Investment Pool (or such other investment pools of the County into which the District may lawfully invest its funds), any investment authorized pursuant to Government Code Sections 16429.1, 53601 and 53635, or any investment authorized in the Official Statement.

“Placement Agent” means the placement agent for the Refunding Bonds, if any, to be selected pursuant to a competitive process conducted by the Municipal Advisor.

“Placement Agent Agreement” means the Placement Agent Agreement relating to the placement of the Refunding Bonds with a Purchaser, by and between the District and the Placement Agent, in accordance with the provisions hereof.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Refunding Bonds.

“Purchaser” means the purchaser of the Refunding Bonds, if any, arranged through the Placement Agent in a private sale who is a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the “Securities Act”), or an “accredited investor” as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

“Record Date” means, with respect to any Interest Date for the Refunding Bonds, the 15th day of the calendar month immediately preceding such Interest Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

“Refunding Bonds” means the Refunding Bonds authorized and issued pursuant to this Resolution designated the “Davis Joint Unified School District (Yolo and Solano Counties, California) 2020 General Obligation Refunding Bonds.”

“Registration Books” means the books for the registration and transfer of the Refunding Bonds maintained by the Paying Agent in accordance with Section 8(e) hereof.

“State” means the State of California.

“Transfer Amount” means the aggregate principal amount thereof.

“Tax Certificate” means the Tax Certificate with respect to the Refunding Bonds executed by the District, dated the date of issuance of the Refunding Bonds.

“Underwriter” means the underwriter for the Refunding Bonds, if any, to be selected pursuant to a competitive process conducted by the Municipal Advisor.

Section 3. Authorization and Designation of Refunding Bonds. The Refunding Bonds described herein shall be issued pursuant to the authority of the Act, and other applicable provisions of law, including applicable provisions of the Education Code. The Board hereby authorizes the issuance and sale of not to

exceed Ten Million Dollars (\$10,000,000) aggregate principal amount of Refunding Bonds, provided that a minimum savings of 3% of the total par amount of the bonds being refunded is achieved. The Refunding Bonds shall be designated "Davis Joint Unified School District 2020 General Obligation Refunding Bonds." The Refunding Bonds shall be issued as current interest Refunding Bonds as provided in Section 5 hereof. The proceeds of the Refunding Bonds shall be applied to (i) refund, on a current basis, the Refunded Bonds in accordance with the terms of the Escrow Agreement, and (ii) pay costs of issuance relating thereto.

Section 4. Form of Refunding Bonds: Execution.

(a) Form of Refunding Bonds. The Refunding Bonds shall be issued in fully registered form without coupons. The Refunding Bonds and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the form attached hereto as **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution and as further set forth in the Bond Purchase Agreement.

(b) Execution of Refunding Bonds. The Refunding Bonds shall be signed by the manual or facsimile (electronic) signatures of the President of the Board, and countersigned by the manual or facsimile (electronic) signature of the Secretary to the Board. The Refunding Bonds shall be authenticated by a manual or facsimile (electronic) signature of a duly authorized signatory of the Paying Agent.

(c) Valid Authentication. Only such of the Refunding Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed (manually or electronically) by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Refunding Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) Identifying Number. The Paying Agent shall assign each Refunding Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Refunding Bonds.

(a) Date of Refunding Bonds. The Refunding Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) Denominations. The Refunding Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof, or, in the case of a private sale of Refunding Bonds to a Purchaser, in such denominations as set forth in the Bond Purchase Agreement.

(c) Maturity. The Refunding Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Refunding Bond shall mature later than the date which is 30 years from the date of the Refunding Bonds, to be determined as provided in subsection (a) of this Section. No Refunding Bond shall have principal maturing on more than one principal maturity date. The Refunding Bonds may mature in the same year or years as any other Refunding Bonds, without limitation.

(d) Interest. The Refunding Bonds shall bear interest at an interest rate not to exceed 6.00% per annum, payable on the Interest Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Refunding Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior

to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Refunding Bond, interest is in default on any outstanding Refunding Bond, such Refunding Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Refunding Bonds.

Section 6. Payment of Refunding Bonds.

(a) County Obligation for Tax Levy. The money for the payment of principal, redemption premium, if any, and interest on the Refunding Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the Interest and Sinking Fund of the District, held by the County. The tax levy may include an allowance for an annual reserve, established for the purpose of avoiding fluctuating tax levies. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Refunding Bonds in such year, and to pay, or cause to be paid, from such taxes all amounts due on the Refunding Bonds. The District hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property in the District sufficient to pay the principal, redemption premium, if any, and interest thereon as and when the same become due. The County shall transfer or cause to be transferred from the Interest and Sinking Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the principal of, premium, if any, and interest due on the Refunding Bonds.

In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the County to include within the annual tax levy for the Refunding Bonds the fees and expenses payable to the Paying Agent.

The *ad valorem* tax revenues levied to pay the Refunding Bonds shall, when collected, be deposited into the Interest and Sinking Fund of the District. The foregoing Interest and Sinking Fund and *ad valorem* tax revenues are irrevocably pledged, and the District hereby grants a lien and security interest therein, for the payment of the principal, redemption premium, if any, and interest on the Refunding Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal, redemption premium, if any, and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the County or the District, as the case may be, to the Paying Agent, as paying agent for the Refunding Bonds, as necessary to pay the principal, redemption premium, if any, and interest on the Refunding Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the Owners of the Refunding Bonds in addition to any statutory lien that may exist, and the Refunding Bonds are being issued to refund the Refunded Bonds and not to finance the general purposes of the District.

Additionally, in accordance with Section 53515(a) of the California Government Code, the Refunding Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the Refunding Bonds. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Refunding Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees and creditors, and all others asserting rights

therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

(b) Principal. The principal of the Refunding Bonds shall be payable in lawful money of the United States of America to the Owners thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) Interest; Record Date. The interest on the Refunding Bonds shall be payable on each Interest Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Date, such interest to be paid by check or draft mailed on such Interest Date (if a business day, or on the next business day if the Interest Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose; provided, however, that such payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Refunding Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Date.

(d) Interest and Sinking Fund. Principal and interest due on the Refunding Bonds shall be paid from the Interest and Sinking Fund of the District as provided in Section 15250 of the Education Code.

(e) Obligation of the District. No part of any fund or account of the County is pledged or obligated to the payment of the Refunding Bonds. The obligation for repayment of the Refunding Bonds is the sole obligation of the District.

Section 7. Redemption Provisions.

(a) Optional Redemption. The Refunding Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Refunding Bonds shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Refunding Bonds.

(b) Selection. If less than all of the Refunding Bonds are subject to such redemption and are called for redemption, such Refunding Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Refunding Bonds of any given maturity are called for redemption, the portions of such Refunding Bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Bond Purchase Agreement).

(c) Mandatory Sinking Fund Redemption. The Refunding Bonds, if any, which are designated in the Bond Purchase Agreement as term Refunding Bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in such Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately (unless otherwise specified by the District) by the amount of any Refunding Bonds of that maturity redeemed in accordance with subsection (a) or (b) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Refunding Bonds shall not be subject to mandatory sinking fund redemption. The Controller of the County is hereby authorized to create such sinking funds or accounts for the term Refunding Bonds as shall be necessary to accomplish the purposes of this Section. In the event of a private sale, the District may provide a notice of redemption directly to the Purchaser in any form satisfactory to the Purchaser.

(d) Notice of Redemption. Notice of any redemption of the Refunding Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate. Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Refunding Bonds and the date of issue of the Refunding Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Refunding Bonds to be redeemed; (vi) in the case of Refunding Bonds redeemed in part only, the respective portions of the principal amount of the Refunding Bonds of each maturity to be redeemed; (vii) the CUSIP number, if any, of each Refunding Bond to be redeemed; (viii) a statement that such Refunding Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (ix) notice that further interest on such Refunding Bonds will not accrue after the designated redemption date; and (x) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) Effect of Notice. A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Refunding Bonds or the cessation of interest on the date fixed for redemption. When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Refunding Bonds called for redemption is set aside for the purpose as described in subsection (h) of this Section, the Refunding Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Refunding Bonds at the place specified in the notice of redemption, such Refunding Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Refunding Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the Interest and Sinking Fund or the trust fund established for such purpose. All Refunding Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Refunding Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Interest and Sinking Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Refunding Bonds called for redemption.

Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Refunding Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) Funds for Redemption. Prior to or on the redemption date of any Refunding Bonds there shall be available in the Interest and Sinking Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Refunding Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Refunding Bonds to be redeemed upon presentation and surrender of such Refunding Bonds, provided that all monies in the Interest and Sinking Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Interest and Sinking Fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Refunding Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Interest and Sinking

Fund of the District or otherwise held in trust for the payment of redemption price of the Refunding Bonds, the monies shall be held in or returned or transferred to the Interest and Sinking Fund of the District for payment of any outstanding general obligation Refunding Bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of Refunding Bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such Refunding Bonds. If no such Refunding Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) Defeasance of Refunding Bonds. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Refunding Bonds all or any part of the principal, interest and premium, if any, on the Refunding Bonds at the times and in the manner provided herein and in the Refunding Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Refunding Bonds shall thereupon be satisfied and discharged and shall terminate; provided, however, that the provisions of subsection (i) of this Section shall apply in all events. Such proceeds and investments in escrow or trust shall be in an amount at the time of issuance of such refunding bonds which is certified by a certified public accountant licensed to practice in California to be sufficient to meet the requirements of California Government Code Section 53558.

For purposes of this Section, the District may pay and discharge any or all of the Refunding Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the escrow account or the Interest and Sinking Fund of the District, as applicable, be fully sufficient to pay and discharge the indebtedness on such Refunding Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) Unclaimed Monies. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal, redemption premium, if any, or interest on the Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the Interest and Sinking Fund of the District for payment of any outstanding Refunding Bonds of the District payable from the fund; or, if no such Refunding Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent.

(a) Appointment, Payment of Fees and Expenses. This Board does hereby consent to and confirm the appointment of U.S. Bank National Association, to act as the initial paying agent for the Refunding Bonds. All fees and expenses of the paying agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Refunding Bonds, or from the Interest and Sinking Fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

(b) Resignation, Removal and Replacement of Paying Agent. The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign

or be removed, the Board shall appoint a successor Paying Agent, which shall be any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$50,000,000 in net assets.

(c) Merger of Paying Agent. In the event of the merger or consolidation of the Paying Agent, so long as the successor entity of such merger or consolidation meets the requirements of this Resolution for serving as Paying Agent, such successor entity may continue to serve as Paying Agent unless removed by the Board in accordance with paragraph (a) of this section.

(d) Principal Corporate Trust Office. The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Refunding Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose. If no office is so designated for a particular purpose, such functions shall be conducted at the office of the Paying Agent, in San Francisco, California, or the principal corporate trust office of any successor Paying Agent.

(e) Registration Books. The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District and the County, 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 the Registration Books, Refunding Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Refunding Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.

(a) DTC as Depository. To the extent the Refunding Bonds are privately placed with a Purchaser, this Section 9 shall not be applicable, the Refunding Bonds shall not be issued in book-entry only form, and all terms of transfer (including transfer restrictions) for the Refunding Bonds shall be as set forth in the Bond Purchase Agreement. Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for the Refunding Bonds and the Refunding Bonds shall be issued in book-entry form only, and shall be initially registered in the name of "Cede & Co.," as nominee of DTC. One bond certificate shall be issued for each maturity of the Refunding Bonds; provided, however, that if different CUSIP numbers are assigned to Refunding Bonds maturing in a single year or, if Refunding Bonds maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Refunding Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) Transfer of Registered Ownership. In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Refunding Bond for each maturity shall be executed and delivered in the aggregate principal amount of such Refunding Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Refunding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Refunding Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Refunding Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof provided, however, that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) Treatment as Owner. The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Refunding Bonds.

(d) Cooperation with Cede & Co. So long as the outstanding Refunding Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Refunding Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange.

(a) Transfer. To the extent the Refunding Bonds are privately placed with a Purchaser, this Section 10 shall not be applicable, the Refunding Bonds shall not be issued in book-entry only form, and all terms of transfer (including transfer restrictions) and exchange for the Refunding Bonds shall be as set forth in the Bond Purchase Agreement. Following the termination or removal of DTC or successor depository pursuant to Section 10 hereof, any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Refunding Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Refunding Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 5 hereof, new Refunding Bonds, of the same maturity and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Refunding Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Neither the District nor the Paying Agent will be required to transfer any Refunding Bonds (a) during the period from the Record Date next preceding any Refunding Bond Payment Date to such Refunding Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

(b) Exchange. The Refunding Bonds may be exchanged for Refunding Bonds of other authorized denominations of the same maturity and interest rate, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Refunding Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Refunding Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 5 hereof, new Refunding Bonds of the same maturity and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Neither the District nor the Paying Agent will be required to exchange any Refunding Bonds (a) during the period from the Record Date next preceding any Refunding Bond Payment Date to such Refunding Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

Section 11. Bond Purchase Agreement; Sale of Refunding Bonds. The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the interest rate on the Refunding Bonds shall not exceed 6.00% per annum, (b) the minimum purchase price for the Refunding Bonds shall be not less than the aggregate principal amount thereof, (c) the Underwriter's discount for the sale of Refunding Bonds shall not exceed 2.00% of the principal amount of such Refunding Bonds, net of fee for bond insurance, if any; and (d) the Refunding Bonds shall otherwise conform to the limitations specified herein; and, provided further, that the Authorized Officers are each hereby authorized to determine, at or before time of sale and in consultation with the Municipal Advisor, whether to consummate the sale of the Refunding Bonds by public sale to an Underwriter or by placement through a Placement Agent in a private sale to a Purchaser, and, if it is determined that a private sale is more beneficial to the District than a public sale, the Authorized Officers are further authorized, subject to the limitations of this Resolution, to enter into a Placement Agent Agreement with a Placement Agent and a Bond Purchase Agreement with a Purchaser, in order to consummate such private sale.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Refunding Bonds and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any.

The Board hereby finds and determines pursuant to Government Code section 53508.9 that the negotiated sale of the Refunding Bonds to an Underwriter or private sale of Refunding Bonds placed through

a Placement Agent, with the Underwriter or Placement Agent, as applicable, selected by a competitive bidding process to identify the lowest-cost bidder as contemplated herein, and by the Bond Purchase Agreement or Placement Agent Agreement, as applicable, will provide more flexibility in the timing of the sale, and ability to implement the sale in a shorter time period.

The Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by the Paying Agent as cost of issuance administrator, proceeds of the sale of the Refunding Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Refunding Bonds sold, for the purposes of paying the costs associated with the issuance of the Refunding Bonds.

For purposes of Government Code section 5852.1, good faith estimates of (a) the true interest cost of the Refunding Bonds; (b) the costs associated with the issuance of the Refunding Bonds, including Underwriter's discount, Purchaser's fee, or Placement Agent fee, if any, and any such costs which the Underwriter or Purchaser agrees to pay pursuant to the Bond Purchase Agreement; (c) the amount of proceeds to be received by the District (less the Costs of Issuance or reserves or capitalized interest, if any); and (d) the total payments of principal of and interest on the Refunding Bonds through the final maturity of the Refunding Bonds, are set forth on **Exhibit B** attached hereto and incorporated herein.

Section 12. Insurance. In the event bond insurance is obtained for the Refunding Bonds, and to the extent that a bond insurer makes payment of the principal, or interest of the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the bond insurer's rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the bond insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the bond insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the bond insurer or the insurance trustee for the bond insurer.

Section 13. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and, if the District determines to publicly offer the Refunding Bonds, the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Continuing Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 14. Escrow Agreement. The Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Escrow Agreement in substantially said form, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Escrow Agreement by such Authorized Officer.

Section 15. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Refunding Bonds, if any, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions

as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Refunding Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 16. Official Statement. The preparation and delivery of an Official Statement with respect to the Refunding Bonds, if the District determines to publicly offer the Refunding Bonds, and its use by the Underwriter, if any, in connection with a public offering and sale of the Refunding Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with a public offering of the Refunding Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Refunding Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 17. Paying Agency, Registrar and Depository. The Paying Agent Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreement in substantially said form, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Paying Agent Agreement by such Authorized Officer. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 18. Application and Investment of Proceeds.

(a) Deposit of Net Refunding Bond Proceeds. The District shall deposit or cause to be deposited any accrued interest and any proceeds of the Refunding Bonds not applied towards payment of the Costs of Issuance or deposited into the escrow fund pursuant to the Escrow Agreement in the Interest and Sinking Fund administered by the County and used only for the payment of the Principal of, premium, if any, and interest on the Refunding Bonds.

(b) Investment of Funds. All funds held in the Interest and Sinking Fund of the District shall be held in the County Treasury and invested at the sole discretion of the Treasurer of the County. Proceeds of the Refunding Bonds held by the Treasurer shall be invested at the sole Treasurer's discretion pursuant to law and the investment policy of the County. The Treasurer is hereby authorized and requested to invest any or all funds held hereunder at the Treasurer's discretion pursuant to law and the investment policy of the County, both of which may be amended or supplemented from time to time, and to the extent permitted by law, in Permitted Investments.

Section 19. Tax Covenants.

(a) Compliance with Tax Certificate. The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on Refunding Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate with respect to the Refunding Bonds to be executed by the District on the date of issuance of such Refunding Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Refunding Bonds.

(b) Yield Restriction. In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer-Tax Collector on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer-Tax Collector in writing, and the District shall make its best efforts to ensure that the Treasurer-Tax Collector shall take such action as may be necessary in accordance with such instructions.

(c) Reliance on Opinion of Refunding Bond Counsel. Notwithstanding any provision of this Section, if the District shall provide to the Treasurer-Tax Collector an Opinion of Refunding Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on Refunding Bonds under Section 103 of the Code, the Treasurer-Tax Collector may conclusively rely on such Opinion of Refunding Bond Counsel in complying with the requirements of this Section and of the Tax Certificate with respect to the Refunding Bonds, and the covenants hereunder shall be deemed to be modified to that extent.

Section 20. Professional Services. Dannis Woliver Kelley shall serve as bond counsel to the District for the Refunding Bonds and Government Financial Strategies inc. shall serve as Municipal Advisor for the Refunding Bonds.

Section 21. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 22. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 23. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Refunding Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Refunding Bonds are not a debt of the County or a pledge of the full faith and credit of the County, and the Refunding Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the principal of or interest on the Refunding Bonds.

Section 24. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Refunding Bonds.

Section 25. Effective Date. This Resolution shall take effect from and after its date of adoption.

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June 20, 2019

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PASSED AND ADOPTED this 16th day of April, 2020, at a meeting of the Board of Education by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____

Cindy Pickett
President, Governing Board of the
Davis Joint Unified School District

ATTEST:

By: _____

John Bowes, Ed.D.
Secretary, Governing Board of the
Davis Joint Unified School District