

DISTRICT NOTE PURCHASE AGREEMENT

This Note Purchase Agreement (the “Purchase Agreement”), dated as of the purchase date (the “Purchase Date”) specified in Exhibit A attached hereto and made a part hereof (inclusive of Schedule I, “Exhibit A”), entered into by and between each respective signatory school district, community college district or county office of education designated in Exhibit A, a political subdivision (respectively, the “District”) of the State of California (the “State”), severally and not jointly, and the California School Finance Authority (the “Authority”), for the sale and delivery of the District’s 2020-21 Tax and Revenue Anticipation Notes with the series and priority designations specified in Exhibit A (the “Notes”) in the principal amount specified in Exhibit A (the “Series Principal Amount”) to be issued in conjunction with certain series of notes of other Issuers (as hereinafter defined) participating in the Program as determined in the Confirmation of Pricing (as hereinafter defined) and pooled with certain series of notes of other Issuers, with the Notes and series of notes of other Issuers assigned to secure one or more series (each a “Series”) of notes of the Authority (the “Authority Notes”) as designated in Exhibit A;

WITNESSETH:

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the governing board of the District (the “District Board”) has heretofore adopted its resolution finding that the District needs to borrow funds in its fiscal year ending June 30, 2021 (“Fiscal Year 2020-21”) in the principal amount not to exceed the principal amount set forth in Exhibit A (the “Principal Amount”) and that it is desirable that a portion of said sum be borrowed at this time by the issuance of the Notes in the Series Principal Amount in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-21 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund of the District;

[**WHEREAS**, on the applicable resolution date and applicable supplemental resolution date, if applicable, set forth in Exhibit A, the District Board and, because the District has not established fiscal accountability status, pursuant to Section 53853 of the Act, the Board of Supervisors of the County specified in Exhibit A, adopted/did not adopt (as specified in Exhibit A) a resolution and, if applicable, a supplemental resolution (collectively or singularly, as applicable, the “Resolution”) authorizing the issuance and sale of the Note in the name and on behalf of the District;]

[ALTERNATIVE PROVISION FOR DISTRICT WITH FISCAL ACCOUNTABILITY STATUS]

[**WHEREAS**, on the applicable resolution date and applicable supplemental resolution date, if applicable, set forth in Exhibit A, the District Board, because the District has established fiscal accountability status, adopted a resolution and, if applicable, a supplemental resolution

(collectively or singularly, as applicable, the “Resolution”) authorizing the issuance and sale of the Notes in the name of the District;]

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Finance Authority State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals Program (the “Program”), whereby participating school districts, community college districts and county offices of education (the “Issuers”) will simultaneously issue tax and revenue anticipation promissory notes for purchase by the Authority;

WHEREAS, from time to time, under the Program, the Authority may form one or more pools of notes (the “Pooled Notes”) each comprised of corresponding series of notes of a participating Issuer, and assign each such series of notes to a particular pool (the “Pool”) and sell one or more Series of Authority Notes secured by each Pool pursuant to an Indenture and, if applicable, one or more supplements thereto (collectively, the “Indenture”) between the Authority and U.S. Bank National Association (the “Trustee”), and sell each such Series of Authority Notes to RBC Capital Markets LLC, as representative (the “Representative”) of itself and Citigroup Global Markets Inc. as underwriters of the Program (the “Underwriters”);

WHEREAS, the District, by adopting the Resolution and executing this Purchase Agreement, has acknowledged and approved the assignment of its Series of Notes to the particular Pool under the Indenture in connection with the Series of Authority Notes identified in Exhibit A, which assignment has been determined by the Authority in its sole discretion, acting upon the advice of Montague DeRose & Associates, its municipal advisor (the “Municipal Advisor”) and the Underwriters;

WHEREAS, as indicated in Exhibit A, the payment by the District of its Notes will/will not be secured in whole or in part (jointly, but not severally, with certain series of notes of the other participating Issuers assigned to the same Series of Authority Notes) by virtue or in form of such Series of Authority Notes being secured by a letter of credit, policy of insurance or other credit instrument (collectively, the “Credit Instrument”) to be issued in the case of a letter of credit or policy of insurance by the entity or entities designated in Exhibit A as the credit provider (the “Credit Provider”);

WHEREAS, in the case of a letter of credit or policy of insurance such Credit Instrument will be issued pursuant to a reimbursement or credit agreement or commitment letter (the “Credit Agreement”) as identified in Exhibit A;

WHEREAS, in order to participate in the Program, the District has agreed to be responsible for its share of the fees and expenses of the Trustee, and, if applicable and upon the determination of the Underwriters, the Credit Provider and the costs of issuing the Series of the Authority Notes, and the costs, if applicable and upon the determination of the Underwriters, of issuing the Credit Instrument, which anticipated fees, expenses and costs of issuance will be deducted from the purchase price set forth in Exhibit A and which unanticipated fees, expenses and costs of issuance will be billed to the District as the same arise;

WHEREAS, the costs of issuance which will be deducted from the purchase price set forth in Exhibit A for the District [shall not be more than the greater of (a) one percent (1%) of the Series Principal Amount of the Notes, or (b) five thousand dollars (\$5,000)], and shall be confirmed in the Confirmation of Pricing applicable to such Notes; and

WHEREAS, pursuant to the Program, the Authority is submitting this offer to purchase the Notes pursuant to this Purchase Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Obligation to Purchase. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Authority hereby agrees to purchase from the District, and the District hereby agrees to sell to the Authority, the Notes (as indicated in Exhibit A), as described herein and in the Resolution.

Section 2. Purchase Price. The purchase price of the Notes shall be the purchase price set forth in a Confirmation of Pricing supplement to be delivered by the Underwriters on behalf of the Authority to the District on a date within 10 days after actual pricing of such Notes (or such later date as approved by the Underwriters) which, upon execution by the District, shall be attached hereto as Schedule I (the "Confirmation of Pricing") and incorporated as part of Exhibit A. The Note shall bear interest at an interest rate per annum set forth in the Confirmation of Pricing, which is hereby agreed to by and between the Authority and the District by its duly authorized officer executing this Purchase Agreement on behalf of the District.

Section 3. Delivery of and Payment for the Notes. The delivery of the Notes (the "Closing") shall take place at 8:00 a.m., California time, on the closing date set forth in the Confirmation of Pricing or at such other time or date as may be mutually agreeable to the District, the Authority and the Underwriters, at the Los Angeles offices of Norton Rose Fulbright US LLP or such other place as the District, the Authority and the Underwriters shall mutually agree upon. At the Closing, the District shall cause the Notes to be delivered to the Authority, duly executed and authenticated, together with the other documents hereinafter mentioned, and the proceeds of the purchase price of the Notes set forth in the Confirmation of Pricing shall be deposited (i) in an amount indicated in the Confirmation of Pricing as the Deposit to the Proceeds Account of the District (and attributed to the Notes) held by the Trustee under the Indenture, and (ii) the remainder in the account (attributed to the Notes) in the Costs of Issuance Fund attributed to the Series of Authority Notes held by the Trustee under the Indenture. The District's Notes shall be made available to the Authority for inspection at least 24 hours prior to Closing.

[FOR NON STATE-CREDIT ISSUERS] If at any time prior to 25 days after the Closing Date, any event occurs as a result of which information relating to the District included in the official statement of the Authority relating to the Series of Authority Notes (the "Official Statement") contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Authority and the Underwriters thereof, and if, in the opinion of the Authority or the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will cooperate with the Authority and the Underwriters in the preparation of an amendment or

supplement to the Official Statement in a form and in a manner approved by the Authority and the Underwriters, and all reasonable expenses incurred thereby will be paid by the Underwriters.

Section 4. The Notes. The Notes shall be issued in registered form, without coupons in the full Series Principal Amount set forth in Exhibit A.

Section 5. Representations and Warranties of the District. The District represents and warrants to the Authority, the Underwriters and the Credit Provider, if any, that:

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

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

(c) [The District does not have “fiscal accountability status” within the meaning of Section 42650 of the Education Code of the State of California.]

[ALTERNATIVE PROVISION FOR DISTRICT WITH FISCAL ACCOUNTABILITY STATUS]

[(c) The District has “fiscal accountability status” within the meaning of Section 42650 of the Education Code of the State of California.]

(d) The District has not revised its investment policy to contravene the policy set forth in Section 11(H) of the Resolution.

(e) The District has previously issued the 2020-21 Tax and Revenue Anticipation Notes (the “Prior Notes”), if any, indicated on Schedule I of Exhibit A hereto. Such Prior Notes are outstanding on the date hereof and are senior to, on a parity with or subordinate to the Notes, as indicated on Schedule I. No event of default has occurred and is continuing under the Resolution pursuant to which the Prior Notes were issued. The District is in compliance with all agreements and covenants contained in the Resolution.

Section 6. Conditions Precedent to the Closing. Conditions precedent to the Closing are as follows:

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

(b) Delivery of a legal opinion addressed to the District (with a reliance letter addressed to the Authority and the Credit Provider, if any), dated the date of Closing, of Norton Rose Fulbright US LLP (“Bond Counsel”) with respect to the validity of the Notes in form and substance acceptable to the District and its counsel.

(c) [Delivery of a legal opinion addressed to the Authority, the Underwriters and the Credit Provider, if any, dated the date of the Closing, of _____, special counsel to the

District, regarding due authorization, execution, delivery and validity of the Notes, in form and substance acceptable to the Authority, the Underwriters, the Credit Provider and Bond Counsel.]

(d) If applicable, approval by the Credit Provider of the credit of the District and inclusion of the District's Note in the assignment, together with certain series of notes of other Issuers, to the Series of Authority Notes to secure such Series of Authority Notes.

(e) Delivery of each certificate, document, instrument and opinion required by the agreement between the Authority and the Underwriters for the sale by the Authority and purchase by the Underwriters of the Series of Authority Notes.

(f) Delivery of such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to the applicable transaction and the legal, valid and binding nature thereof or as may be required by the Credit Agreement, if any, as well as compliance of all parties with the terms and conditions thereof.

Section 7. Events Permitting the Authority to Terminate. The Authority may terminate its obligation to purchase the Notes at any time before the Closing if any of the following occurs:

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

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

(c) Any restriction on trading in securities, or any banking moratorium, or the inception or escalation of any war or major military hostilities which, in the judgment of the Underwriter, substantially impairs the ability of the Underwriters to market the Series of Authority Notes.

(d) The Underwriters terminate their obligation to purchase the Series of Authority Notes pursuant to their agreement with the Authority for the purchase of such Series of Authority Notes.

Neither the Underwriters nor the Authority shall be responsible for the payment of any fees, costs or expenses of the issuance, offering and sale of the District's Notes except the Underwriters shall be responsible for California Debt and Investment Advisory Commission fees and for their own internal costs. The fees, costs and expenses that are categorized in the "Costs of Issuance" definition in the Indenture shall be paid from the applicable account in the Costs of Issuance Fund applicable to the Series of Authority Notes corresponding to the Note. The District

shall pay as set forth in the Resolution any additional costs attributable to it other than the fees, costs and expenses so payable from the applicable account in the Costs of Issuance Fund.

Section 8. Limited Liability. Notwithstanding anything to the contrary contained herein or in any series of notes or in any other document mentioned herein or related to the Notes or to any Series of Authority Notes to which the Notes are assigned, neither the County nor the District shall have any liability hereunder or by reason hereof or in connection herewith or with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 11 of the Resolution of the District.

Section 9. Credit Agreement. The District hereby agrees to comply with all lawful and proper requests of the Authority in order to enable the Authority to comply with all of the terms, conditions and covenants binding upon it, if any, under the Credit Agreement, if any, applicable to the Notes.

Section 10. Default. If any “Event of Default” under the Resolution shall occur, the District, the Trustee and the Credit Provider, if any, shall take the remedial steps as and to the extent provided in the Resolution, the Indenture and the Credit Agreement.

Section 11. Notices. Any notices to be given to the Authority or the Underwriters under the Purchase Agreement shall be given in writing at the addresses set forth in Exhibit A. Any notices to be given to the District shall be given in writing to the address specified in Exhibit A.

Section 12. No Assignment. The Purchase Agreement has been made by the District and the Authority, and no person other than the District named in Exhibit A and the Authority or their successors or assigns and the Underwriters shall acquire or have any right under or by virtue of the Purchase Agreement. All of the representations, warranties and agreements contained in the Purchase Agreement shall survive the delivery of and payment by the Authority for the Notes and any termination of the Purchase Agreement.

Section 13. Applicable Law. The Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

Section 14. Effectiveness. The Purchase Agreement shall become effective as to the Notes upon the execution hereof and execution of the Confirmation of Pricing applicable to such Notes by the District, and the Purchase Agreement, including the Confirmation of Pricing applicable to such Notes, shall be valid, binding and enforceable as to such Notes from and after the time of such effectiveness.

Section 15. Severability. In the event any provision of the Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 16. Execution in Counterparts. The Purchase Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument; provided, however, that each signatory District shall be bound severally and only by and to the extent of the terms of Exhibit A applicable to such District, as incorporated herein.

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By _____
Executive Director

Accepted:

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Officer

EXHIBIT A

Each following page shall be used by the District to execute and enter into the Purchase Agreement between the District (severally and not jointly with other school districts, community college districts and county boards of education) and the California School Finance Authority, and shall bind the District to all of the terms and conditions of this Purchase Agreement, subject to the additional terms of this Exhibit A, including Schedule I.

District: Bear Valley Unified School District

Address: 42271 Moonridge Road
Big Bear Lake, CA 92315

County: San Bernardino

Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Bear Valley Unified School District

By_____

Name: Linda Rosado

Title: Executive Director of Business Services

Notices. Any notices to be given to the Authority or the Underwriters under the Purchase Agreement shall be given in writing at the following addresses:

If to the Authority:

California School Finance Authority
300 S Spring Street, Suite 8500
Los Angeles, California 90013
Attention: Executive Director
Katrina.johantgen@treasurer.ca.gov

California State Treasurer's Office
Public Finance Division
915 Capitol Mall, Room 261
Sacramento, California 95814
Attention: Director
bfowler@treasurer.ca.gov

If to the Underwriters, to the Senior Managers:

RBC Capital Markets, LLC
777 South Figueroa Street, Suite 850
Los Angeles, California 90017
Attention: Managing Director
Greg.dawley@rbccm.com

Citigroup Global Markets, Inc.
300 South Grand Avenue, Suite 3110
Los Angeles, California 90071
Attention: Managing Director
Christopher.mukai@citi.com

SCHEDULE I
CONFIRMATION OF PRICING
APPLICABLE TO THE DISTRICT SERIES A NOTES

School District Information:

School District:	Bear Valley Unified School District
Address:	42271 Moonridge Road, Big Bear Lake, CA 92315
County:	San Bernardino
CDS Code (K-12 only):	36676370000000
Joint Senior Managers:	RBC Capital Markets, LLC and Citigroup Global Markets, Inc.
Trustee:	U.S. Bank National Association

Terms of the Note:

Priority of Note:

Note Series	Senior
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Series Principal Amount of the Note:	Series A
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Priced to Yield: \$ _____

Interest Rate (Note Rate): _____ %

Default Rate: _____ %

Maturity Date: As specified in the Indenture.
_____, 20__

Interest Payment Date(s): _____, 20__

Premium: \$ _____

Underwriters' Discount \$ _____

Purchase Price
(Principal + Premium - UW Discount): \$ _____

Costs of Issuance \$ _____

Deposit to Proceeds Account (Series A): (net
of costs of issuance) \$ _____

Amount due at Maturity (Principal Amount
plus interest) \$ _____

Series of Authority Notes to which Note will be assigned: California School Finance Authority State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals), Series ____]

Purchase Date: _____, 2021

Closing Date: _____, 2021

Approval Information:

Date of School District's Resolution: [January 13, 2021]

Date of School District's Supplemental Resolution N/A

Maximum Borrowing Amount approved by District ("Principal Amount") [\$5,000,000]

District has Fiscal Accountability Status: [No]

County adopted Resolution: [____ yes ____ no]

Repayment Period:

First Repayment Period:	_____, 20____ through and including _____, 20____	[Percentage of total Series] [__%] Principal Amount [and interest thereon due at maturity]: \$_____
Second Repayment Period:	_____, 20____ through and including _____, 20____	[Percentage of total Series] [__%] Principal Amount [and interest thereon due at maturity]: \$_____
Third Repayment Period:	_____, 20____ through and including _____, 20____	[Percentage of total Series] [__%] Principal Amount [and interest thereon due at maturity]: \$_____

Fourth Repayment Period:	_____, 20____ through and including _____, 20____	interest thereon due at maturity]: [Percentage of total Series] [__%] Principal Amount [and interest thereon due at maturity]: [Percentage of total Series] [__%] Principal Amount and interest thereon due at maturity:	\$_____ \$_____
Fifth Repayment Period:	_____, 20____ through and including _____, 20____		

Alternative Provisions Permitted by Resolution:

The following alternative provisions permitted by the Resolution shall apply with respect to the Series A Notes (capitalized undefined terms shall have the meanings ascribed thereto in the Resolution):

1. [TO BE UPDATED BASED ON STATE CREDIT ISSUER STATUS] [The Trustee shall transfer to the District's Payment Account relating to its Series A Notes from Deferral Amounts of the District received and attributed to such Series of Notes on the first day of each Repayment Period, amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in the applicable Confirmation of Pricing; provided, however, that on the first day of the last Repayment Period designated in such Confirmation of Pricing, or, if only one Repayment Period is applicable to the Series A Notes, on the first day of the Repayment Period designated in such Confirmation of Pricing, the Trustee shall transfer all Deferral Amounts of the District received and attributed to such Series of Notes to the related Payment Account all as and to the extent provided in the Indenture; provided, however, that with respect to the transfer in any such Repayment Period (or single Repayment Period), if said Deferral Amount attributed to such Series of Notes is less than the corresponding percentage set forth in the Confirmation of Pricing applicable to such Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all Deferral Amounts attributed to such Series of Notes on the day designated for such Repayment Period.]

2. [TO BE UPDATED BASED ON STATE CREDIT ISSUER STATUS] As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (C) of Section 11 of the Resolution, all Series of Notes issued under the Resolution shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Indenture) prior to the end of a Repayment Period the [Trustee for State Credit Issuer][District] has not received sufficient [Deferral Amounts][Unrestricted Revenues] of the District to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said [Deferral Amounts][Unrestricted Revenues] in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, in such order of priority.]

Prior Notes:

Prior tax and revenue anticipation
notes for 2020-21 fiscal year: [None]

Seniority Status of Prior Notes: N/A

Certifications:

The undersigned District officer (the “Authorized Officer”) hereby certifies that he/she has reviewed the Purchase Agreement dated the Purchase Date set forth on the first page of this Confirmation of Pricing Supplement (the “Purchase Agreement”), by and between the District and the California School Finance Authority, attached hereto and that:

(1) The undersigned has been duly authorized by the Governing Board of the District to execute this Confirmation of Pricing Supplement and take the other actions contemplated herein.

(2) The sale of the District’s Notes as contemplated in the Purchase Agreement, on the terms and conditions set forth in this Confirmation of Pricing Supplement, is hereby approved.

(3) The representations, warranties and covenants set forth in Section 5 of the Purchase Agreement and Section 15 of the District’s Resolution authorizing the Note are true and correct on and as of the date hereof.

(4) The District covenants and confirms that there is no, nor shall there be any, unpaid District Senior Existing Indebtedness or District Parity Existing Indebtedness on the Purchase Date.

(5) [As of the date hereof, the District has not filed or received a qualified or negative certification in Fiscal Year 2019-20 or Fiscal Year 2020-21 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will immediately deliver a written notice to the Authority, Underwriters, the Credit Provider (if applicable) and Bond Counsel (Norton Rose Fulbright US LLP) if it (or, in the case of County Offices of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Offices of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2019-20 or Fiscal Year 2020-21 prior to the Maturity Date or the Closing Date of the Notes set forth above.]

[ALTERNATIVE PARAGRAPH IF DISTRICT FILED/RECEIVED A QUALIFIED CERTIFICATION]

[(4) As of the date hereof, the District has filed or received a qualified certification [or negative certification] in Fiscal Year 2019-20 or Fiscal Year 2020-21 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will immediately deliver a written finding that payment of the Note is probable by the County Superintendent of Schools (in the case of a school district) or the Superintendent of Public Instruction (in the case of a county office of education) to the Trustee, the Underwriters, the Credit

Provider (if applicable), and Bond Counsel (Norton Rose Fulbright US LLP). The District also covenants that it will immediately deliver a written notice to the Trustee, the Underwriters, the Credit Provider (if applicable) and Bond Counsel if it (or, in the case of County Offices of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Office of Education or the State Superintendent of Public Instruction, or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction, a negative certification applicable to Fiscal Year 2019-2020 or a qualified or negative certification applicable to Fiscal Year 2020-21 prior to the Maturity Date or the Closing Date of the Notes set forth above.]

(5) As of the date hereof, (A) the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District (and all subordinate entities of the District) during calendar year 2021, including the Series Principal Amount of the Notes, is not reasonably expected to exceed \$15,000,000 and (B) the Series Principal Amount of the Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds) issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, is not reasonably expected to exceed \$5,000,000. The District has not and will not undertake any actions with the primary purpose of increasing the size of the District's Notes.

[ALTERNATIVE PARAGRAPH IF DISTRICT WILL BE SAFE HARBOR ISSUER]

[(5) The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Norton Rose Fulbright US LLP, Bond Counsel referred to in Section 16 of the Resolution, to assure compliance with the rebate requirement (the "Rebate Requirement") contained in Section 148(f) of the Code. If the balance in the Proceeds Account treated for federal tax purposes as proceeds of the Notes attributable to cash flow borrowing is not low enough to qualify amounts held in the Proceeds Account for an exception from the Rebate Requirement on at least one date within the six month period following the date of issuance of the Notes (calculated in accordance with Section 16 of the Resolution and [Section III] of the District Certificate), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2020-21 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate referred to in Section 16 of the Resolution. [As set forth in greater detail in the District Tax Certificate, the District will certify as to its reasonably expected "maximum anticipated cumulative cash-flow deficit." To the extent, as set forth in the District Tax Certificate, less than 100% of the proceeds of the District Notes are treated as "spent" for purposes of Section 148 of the Internal Revenue Code of 1986 (the "Code") and the Treasury Regulations thereunder (the "Arbitrage Regulations"), the District shall be subject to the arbitrage rebate requirements (the "Rebate Requirement") of Section 148 of the Code. In such event, the District shall promptly notify the Authority in writing using a form of notification appended to the District Tax Certificate, that the

District Notes do not qualify for an exception to arbitrage rebate and, therefore, proceeds of the District Note must be taken into account by the Authority's arbitrage rebate consultant in calculating the Authority's rebate liability, if any, with respect to the issue of Authority Notes to which the District Notes are allocable. The District agrees to pay to the Authority the District's share of the Authority's rebate liability, if any, as determined by the Authority's arbitrage rebate consultant.]

(6) The District covenants that it will not issue any additional tax and revenue anticipation notes during Fiscal Year 2020-21 unless such additional notes are issued in compliance with Section 5 of such Note Resolution.

(7) The District covenants that it will promptly notify the Credit Provider, if any, the Underwriters and the Authority if (i) any State aid to the District is rescinded, (ii) the District voluntarily elects to have any such State aid deposited directly with the Trustee, (iii) the District changes any such direct deposit, or (iv) any event occurs which constitutes an Event of Default under the Resolution or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

(8) [FOR NON STATE-CREDIT ISSUERS] I have reviewed the Preliminary Official Statement accompanying this Confirmation of Pricing Supplement and, on behalf of the District, the information contained therein relating to the District does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(9) The Trustee is hereby authorized to fill in any blank spaces contained in the District's series of Notes, in conformity with Section 12 of the Resolution and this Confirmation of Pricing Supplement.

(10) I have read the Indenture accompanying this Confirmation of Pricing Supplement and approve all terms thereof and any changes made to the form approved pursuant to Section 6 of the Resolution. The District acknowledges that the Authority is authorized to execute the Indenture, to assign the Series of Notes to the Trustee under the Indenture and to issue the Series of Authority Notes pursuant to the Indenture.

(11) [FOR NON STATE-CREDIT ISSUERS] In order to assist the Authority in fulfilling its obligation to timely report the occurrence of certain enumerated events as set forth in Rule 15c2-12(b)(5) adopted by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the District hereby obligates itself to report (within 5 business days of the occurrence thereof) to the Authority and U.S. Bank National Association, as trustee, the occurrences of the following events: (i) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation (as defined below) of the District, any of which reflect financial difficulties, and (ii) the incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material.

“Financial Obligation” means (i) a debt obligation (i.e., short-term and long-term obligations under the terms of an indenture, loan agreement, lease or similar contract, regardless of the length of the debt obligation’s repayment period), (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of a debt obligation or derivative instrument.

“Financial Obligation” does not include (i) ordinary financial and operating liabilities incurred in the normal course of business by an issuer, or (ii) municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system and for which the District has entered into a continuing disclosure agreement.

(12) If the Permitted Investment is the Investment Agreement, I have read the draft Investment Agreement (in substantially final form) accompanying this Confirmation of Pricing Supplement and, on behalf of the District, approve their terms and authorize and request the Trustee to enter into the Investment Agreement.

(13) The following officers of the District hold their respective offices as of this date and will hold their respective offices as of _____, 2021:

[List signatories to Resolution Certificate, Note (if applicable), Purchase Agreement, and District Closing Certificate]

Mary Suzuki, Superintendent of Schools

Linda Rosado, Executive Director of Business
Services

Catherine Herrick, Governing Board President

Paul Zamoyta, Governing Board Clerk

(If any of the foregoing individuals no longer holds his/her respective office, please cross out the name of such person and print above it the name of the person succeeding to that office.)

Agreed and accepted to on the Purchase Date set forth above.

BEAR VALLEY UNIFIED SCHOOL
DISTRICT

By _____
Name: Linda Rosado
Title: Executive Director of Business Services