

PLACEMENT AGENT AGREEMENT

September __, 2017

Board of Trustees
Central Unified School District
Central, California

Re: Lease and Sublease Agreement (2017 Refinancing)

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") offers to enter into this Placement Agent Agreement (this "Agreement") with Central Unified School District (the "District"), which, upon acceptance of this offer, shall be binding upon the District and the Placement Agent. This offer is made subject to acceptance of this Agreement by the District before or on September __, 2017, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to acceptance hereof. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the District shall be under further obligation hereunder.

The above-captioned Lease and Sublease Agreement (2017 Refinancing) (the "Lease") is to be executed and delivered pursuant to the resolution of the Board of Trustees of the District adopted on September 26, 2017 (the "Resolution").

1. Placement of Lease. On the basis of the representations and agreements contained herein, but subject to the terms and conditions herein set forth, the Placement Agent agrees, on a best efforts basis, to locate a purchaser for the Lease (the "Lessor") at a purchase price (the "Purchase Price") equal to the aggregate principal components of the lease payments (the "Lease Payments") payable thereunder on terms consistent with the Resolution and the Lease. [As of the date hereof, the Placement Agent has identified [PURCHASER] as the proposed purchaser of the Lease.] The due dates for the Lease Payments, the principal and interest components applicable thereto, interest rates and other terms and conditions of the Lease shall be as set forth in the Resolution and the Lease.

For its services hereunder, and upon payment of the Purchase Price by the Purchaser to the District (the date of such payment, the "Closing Date"), the Placement Agent shall receive compensation, payable by the District, equal to \$[AMOUNT] (the "Fee"). On the Closing Date, the District shall pay or cause to be paid the Fee to the Placement Agent by wire transfer or immediately available funds. The Fee does not include any services the Placement Agent may

render in the future to the District with respect to any offering or placement of municipal securities other than for its services hereunder.

2. Representations, Warranties, and Covenants of the District. The undersigned, on behalf of the District, but not individually, hereby represents and warrants to the Placement Agent (and it shall be a condition of the obligation of the Placement Agent to perform under this Agreement that it shall be represented and warranted on the Closing Date) that:

(a) The District is duly organized and validly existing as a unified school district under the laws of the State of California (the "State") with the power to adopt the Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and cause the execution and delivery of the Lease and the Escrow Agreement (as defined in the Lease).

(b) The District has complied and, in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

(c) The District has duly adopted the Resolution, and the District has duly authorized and approved the execution and delivery of this Agreement, the Lease and the Escrow Agreement (the Lease and the Escrow Agreement, together with this Agreement, collectively, the "Documents"), as well as the performance of its obligations contained in the Documents and the consummation by it of all other transactions contemplated hereby and thereby.

(d) The Documents have been duly authorized, executed and delivered by the District, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against the District in the State of California.

(e) The District is not in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default would materially and adversely affect the District or its ability to perform its duties and obligations under the Documents, and the execution and delivery of the Documents, the adoption of the Resolution and compliance with the provisions of each will not conflict materially with or constitute a material breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default would materially and adversely affect the District or its ability to perform its duties under the Documents.

(f) No action, suit, proceeding or investigation at law or in equity before or by any court of governmental agency or body is pending or, to the knowledge of the District, threatened in any way affecting the existence of the District or the title of the members of the Board of Trustees to their respective offices or seeking to restrain or to enjoin the execution and delivery of the Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Lease Payments, or in any way contesting or affecting the validity or enforceability of the Resolution or the Documents, or contesting the powers of the District or the members of the Board of Trustees with respect to the Documents.

(g) The District has furnished the Placement Agent and the Purchaser with all information and materials concerning the District and the Lease that the Placement Agent and the Purchaser have requested (the "Information Package"). The District represents and warrants that all information made available to the Placement Agent and the Purchaser by the District or contained in the Information Package is, and will be at all times during the period of the engagement of the Placement Agent hereunder, be complete and true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made.

3. Conditions to Closing. The obligations of the Placement Agent under this Agreement shall be subject, at the option of the Placement Agent, to the accuracy in all material respects of the representations, warranties and covenants on the part of the District contained herein as of the date hereof and as of the Closing Date and to the performance by the District of its obligations to be performed hereunder and under the Documents at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Documents and the Assignment Agreement (as defined in the Lease) shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Placement Agent with only such changes as shall have been agreed to by the Placement Agent, and the Documents shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Placement Agent, and there shall have been taken in connection therewith, with the transactions described in the Lease and in this Agreement, all such action as the Placement Agent and Jones Hall, A Professional Law Corporation, as Special Counsel, shall deem to be necessary and appropriate;

(b) Between the date hereof and the Closing Date, the market price or marketability, at the Purchase Price, of the Lease shall not have been adversely affected, in the reasonable judgment of the Purchaser;

(c) At or prior to the Closing Date, the Placement Agent shall have received the following documents, in each case satisfactory in form and substance to the Placement Agent:

(1) The Documents and the Assignment Agreement (or certified copies thereof) duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to by the Placement Agent;

(2) The opinion of Special Counsel, dated the Closing Date in form and substance satisfactory to the Placement Agent and the Purchaser, either addressed to the Placement Agent or with a letter from such counsel, dated the Closing Date and addressed to the Placement Agent to the effect that the foregoing opinion may be relied upon by the Placement Agent to the same extent as if such opinion was addressed to them;

(3) The opinion of Kutak Rock LLP, counsel to the Placement Agent, dated the Closing Date, as to such matters as the Placement Agent shall request;

(4) A certificate of the District, dated the Closing Date, in form and substance satisfactory to the Placement Agent, to the effect that:

(i) the District has complied with and satisfied all the conditions on its part to be performed or satisfied under the Documents at or prior to the Closing Date; and

(ii) the representations, warranties and covenants of the District contained in this Agreement are true and correct as if made on the Closing Date.

(5) An Investor Letter, in the form attached to this Agreement as Exhibit A and in form and substance acceptable to the Placement Agent, executed by the Purchaser and addressed to the Placement Agent and the District; and

(6) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent or its counsel, and Special Counsel may reasonably request to evidence compliance by the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the District, and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

4. Termination. This Agreement may be terminated by either party upon ten (10) business days' prior written notice; provided, however, that the Fee shall be immediately due and payable by the District if the District terminates this Agreement and sells the Lease to another purchaser identified by the Placement Agent to the District prior to such termination and such sale occurs within six (6) months after termination of this Agreement.

5. Expenses. The District shall pay or cause to be paid, upon or promptly after the Closing: (a) the cost, if any, of the preparation and printing of the Documents; (b) the fees and disbursements of Special Counsel, counsel to the Placement Agent, the Escrow Agent (as defined in the Lease), the Escrow Verification Agent, and any other counsel, financial

advisors or consultants retained by the District; and (c) the Fee to the Placement Agent. The Placement Agent shall be under no obligation to pay any expenses incident to this Agreement.

6. Regulatory Disclosure: The District acknowledges that, in connection with the purchase and sale of the Lease and the discussions and negotiations relating to the terms of the Lease pursuant to and as set forth in this Agreement that (a) the Placement Agent has acted at arm's length, is acting solely for its own account and is not agent of or advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act) and owes no fiduciary duty to, the District or any other person, (b) the Placement Agent's duties and obligations to the District shall be limited to those contractual duties and obligations set forth in this Agreement, (c) the Placement Agent may have interests that differ from those of the District, and (d) the District has consulted its legal and financial advisors to the extent it deemed appropriate in connection with the offering and sale related to the Lease. The District further acknowledges and agrees that it is responsible for making its judgment with respect to the offering and sale of the Lease and the process leading thereto. The District agrees that it will not claim that the Placement Agent acted as a Municipal Advisor to the District or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the District, in connection with the offering and sale of the Lease by the District or the process leading thereto.

7. Survival of Certain Representations and Obligations. The respective agreements, covenants, representations, warranties and other statements of the District and its officers set forth in or made pursuant to this Agreement shall survive execution and delivery of the Lease and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.

8. Notices. Any notice or other communication to be given to the District under this Agreement may be given by delivering the same in writing to the Assistant Superintendent, Executive Services, CBO of the District at its address set forth above. Any notice or other communication to be given to the Placement Agent under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 37th Floor, San Francisco, California 94104, Attention: Erica Gonzalez, Managing Director.

9. No Assignment. This Agreement has been made by the District and the Placement Agent, and no person other than the foregoing shall acquire or have any right under or by virtue of this Agreement.

10. Applicable Law. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

11. Effectiveness. This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

12. Severability. In the event any provision of this 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.

13. Counterparts. This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

.....
Erica Gonzalez, Managing Director

ACCEPTED this __ of September, 2017.

CENTRAL UNIFIED SCHOOL DISTRICT

By.....
Name.....
Title.....

EXHIBIT A
FORM OF INVESTOR LETTER

Central Unified School District
Central, CA

Stifel, Nicolaus & Company, Incorporated
San Francisco, CA

Re: Lease and Sublease Agreement (2017 Refinancing)

Ladies and Gentlemen:

The undersigned (the “Purchaser”) hereby acknowledges that it is purchasing the Lease and Sublease Agreement (2017 Refinancing) (the “Lease”) entered into by and between Central Unified School District (the “District”) and Public Property Financing Corporation of California. The District is authorized to execute the Lease pursuant to a Resolution (the “Resolution”) of the Board of Trustees adopted September 26, 2017. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution and the Lease.

This letter is being provided pursuant to a Placement Agent Agreement, dated September __, 2017 (the “Placement Agreement”), between the District and Stifel, Nicolaus & Company, Incorporated (the “Placement Agent”).

The Purchaser acknowledges that the proceeds from the sale of the Lease will be used to prepay a prior lease executed and delivered by the District.

The Lease Payments payable by the District under the Lease shall be payable from the District’s general fund in the manner and as described in the Lease.

In connection with the purchase of the Lease by the Purchaser, the Purchaser hereby makes the following representations upon which you may rely:

1. The Purchaser has the authority and is duly authorized to execute the Lease and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with its execution of the Lease.

2. The Purchaser is not purchasing the Lease for more than one account. The Lease is being purchased by the Purchaser solely for investment and not with a view to, or for resale in connection with, any distribution of its interests as Purchaser under the Lease, and the Purchaser intends to hold the Lease solely for its own account for investment purposes for an indefinite period of time, and does not intend to assign or transfer all or any part of the Lease. However, the Purchaser may transfer or assign its interests as Purchaser under the Lease at any time the Purchaser deems appropriate, subject to the transfer restrictions set forth in the Lease. The

Purchaser understands that it may need to bear the risks of this investment for an indefinite period of time, since a transfer or assignment of its interests as Purchaser under the Lease, or any portion thereof, prior to expiration or termination of the Lease may not be possible.

3. The Purchaser understands that the Lease is not, and is not intended to be, a security and as such will not be registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Lease (a) is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency, and (d) will be delivered in a form that may not be readily assignable.

4. The Purchaser acknowledges that it has either been supplied with or been given access to information, financial statements and other financial information, which it has requested from the District and to which a reasonable investor would attach significance in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the District and the Lease and the security therefor so that, as a reasonable investor, the Purchaser has been able to make a decision to enter into the Lease. The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of entering into the Lease.

5. The Purchaser acknowledges that the obligations of the District to make Lease Payments under the Lease are as described in the Lease.

6. The Purchaser has made its own inquiry and analysis with respect to the Lease and the security therefor, and other material factors affecting the security and payment of the Lease Payments under the Lease. The Purchaser is aware that there are certain economic and regulatory variables and risks that could adversely affect the security for the Lease. The Purchaser has reviewed the documents executed in conjunction with the execution and delivery of the Lease, including, without limitation, the Resolution.

7. The Purchaser acknowledges and agrees that the District takes no responsibility for, and makes no representation to the Purchaser, or any subsequent Purchaser, with regard to, a sale, transfer or other disposition of the Lease in violation of the provisions hereof, or any securities law or income tax law consequences thereof. The Purchaser also acknowledges that, with respect to the District’s obligations and liabilities, the Purchaser is solely responsible for compliance with the assignment restrictions with respect to the Lease in connection with any subsequent transfer of its interests as Purchaser under the Lease made by the Purchaser.

8. The Purchaser agrees that it is bound by and will abide by the provisions of the Lease and this Investor Letter relating to transfer restrictions of its interests as Purchaser under the Lease.

9. The Purchaser acknowledges that the execution and delivery of the Lease by the District is made in reliance upon the certifications, representations and warranties herein by the addressees hereto.

10. The interpretation of the provisions hereof shall be governed and construed in accordance with California law without regard to principles of conflicts of laws.

11. All representations of the Purchaser contained in this letter shall survive the execution and delivery of the Lease to the Purchaser as representations of fact existing as of the date of execution and delivery of this Investor Letter.

Date: October __, 2017

Very truly yours,

Purchaser:

By:

Name: _____

Title: _____