

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, CALIFORNIA

RESOLUTION AUTHORIZING THE ISSUANCE AND COMPETITIVE SALE OF BURLINGAME ELEMENTARY SCHOOL DISTRICT (SAN MATEO COUNTY, CALIFORNIA) ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$17,200,000.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that:

WHEREAS, a duly called election was held in the Burlingame Elementary School District (the "District"), San Mateo County, State of California, on November 6, 2007 (the "Election"), at which the following proposition (the "Bond Measure") was submitted to the qualified electors of the District:

"Burlingame Schools Safety and Repair Measure: To maintain excellent local schools, fix leaky, deteriorated roofs, improve fire safety, repair and upgrade classrooms, heating/ventilation systems for energy efficiency, and update science, computer and instructional technology, shall Burlingame Elementary School District issue \$48.3 million of bonds at legal rates to renovate, acquire, construct, repair and equip local neighborhood schools, sites and facilities, with required independent financial audits, citizens' oversight and no money for administrators' salaries?"

WHEREAS, at such election, the Bond Measure received the affirmative vote of fifty-five percent or more of the voters of the District voting on the proposition as certified by the Registrar of Voters of the County of San Mateo (the "County") in the official canvassing of votes (the "Authorization");

WHEREAS, on April 17, 2008, the County issued on behalf of the District the first series of bonds under the Authorization in the aggregate principal amount of \$18,300,000;

WHEREAS, pursuant to Chapter 1.5 of Part 10 of Division 1 of Title 1 of the California Education Code (the "Act"), bonds are authorized to be issued for the purposes set forth in the ballot submitted to voters;

WHEREAS, the San Mateo County Superintendent of Schools has jurisdiction over the Burlingame Elementary School District (the "District"), and the Board of Supervisors of the County (the "County Board") has received a resolution (the "District Resolution"), which has been filed with the Clerk of this Board, adopted by the governing board of the District (the "District Board"), which requests the County Board to issue one or more series of such bonds under the Authorization in an aggregate principal amount of not to exceed \$17,200,000, at a true interest cost not to exceed that authorized at the Election, through the issuance by the County Board of general obligation bonds in the name of the District designated as "Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series B", with an appropriate series designation if Build America Bonds are issued (the "Bonds");

WHEREAS, the District has authorized the issuance of all or a portion of the Bonds as taxable "Build America Bonds" pursuant to the American Reinvestment and Recovery Act of 2009 ("ARRA");

WHEREAS, the District has authorized the issuance of the Bonds in one or more series of bonds, as Tax-Exempt Bonds or Taxable Bonds and in any combination of Current Interest Bonds, Capital Appreciation Bonds, and Convertible Capital Appreciation Bonds, all as defined herein;

WHEREAS, the District estimates that the costs associated with the issuance of the Bonds, including compensation to Backstrom McCarley Berry & Co., LLC (the "Financial Advisor") and the successful bidder or bidders, and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Bids, will equal approximately 1.9% of the principal amount of the Bonds;

WHEREAS, The District Board has appointed Backstrom McCarley Berry & Co., LLC, San Francisco, California as Financial Advisor in connection with the issuance of the Bonds;

WHEREAS, the District Board has appointed Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California as Bond Counsel and Disclosure Counsel in connection with the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED BY THE BOARD OF SUPERVISORS OF SAN MATEO COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose of Bonds. To raise money for the purposes authorized by voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the County Board authorizes the issuance of the Bonds in the name of the District and orders such Bonds sold at a competitive sale such that the Bonds shall bear interest at a rate not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not to exceed \$17,200,000.

SECTION 2. Bond Registrar. This Board does hereby consent to and confirm the appointment of The Bank of New York Mellon Trust Company, N.A., as authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Bond Registrar") for the Bonds by the District.

SECTION 3. Terms and Conditions of Sale; Notice Inviting Bids. The Bonds shall be sold at a competitive sale upon the direction of the Superintendent of the District (the "Superintendent") or the Assistant Superintendent/Chief Business Official of the District (the "Assistant Superintendent"). The invitation for bids for the purchase of the Bonds is hereby authorized, such invitation to be substantially in accordance with the Notice Inviting Proposals For Purchase of Bonds, together with Bid forms, attached hereto as Exhibits A, B, D and E and by this reference incorporated herein (the "Notice Inviting Bids").

The Superintendent or the Assistant Superintendent is hereby authorized to execute the Notice of Intention to Sell Bonds attached hereto as Exhibit C and F (the "Notice of Intention") and to cause the Notice of Intention to be published once at least five (5) days prior to the date set to receive bids in The Bond Buyer.

The terms and conditions of the offering and the sale of the Bonds shall be as specified in the Notice Inviting Bids. An authorized officer of the District shall award the sale of the Bonds by acceptance of the bids with the lowest true interest cost with respect to the Bonds, so long as the principal amount of the Bonds does not exceed \$17,200,000, and the true interest cost does not exceed 8.0% per annum.

Backstrom McCarley Berry & Co., LLC, the financial advisor to the District (the "Financial Advisor"), is hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice Inviting Bids (including the Bid Form) and a reasonable number of copies of the Official Statement.

The County Board hereby approves the competitive sale of the Bonds, having determined that a competitive sale contributes to the District's goal of achieving the lowest overall cost of funds. The County Board has been informed that estimates indicate that the costs associated with the issuance of the Bonds, including compensation to the Financial Advisor and the successful bidder or bidders, and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Bids, will equal approximately 1.9% of the principal amount of the Bonds.

The Financial Advisor and/or Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), are hereby authorized and directed to open the bids at the time and place specified in the Notice Inviting Bids and to present the same to the Superintendent or Assistant Superintendent. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice Inviting Bids; to cause said bids to be examined for compliance with the Notice Inviting Bids; and to cause computations to be made as to which bidder has bid the lowest true interest cost with respect to the Bonds, as provided in the Notice Inviting Bids, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Bonds and the proceedings for the issuance thereof.

SECTION 4. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Official Statement):

(a) **"Accreted Interest"** means, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

(b) **"Accreted Value"** means with respect to the Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1, commencing on August 1, 2010 (unless otherwise provided in the Official Statement) at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of 12, 30-day months.

(c) **“Accretion Rate”** means, unless otherwise provided by the Official Statement, that rate which, when applied to the Denominational Amount of a Capital Appreciation Bond or a Convertible Capital Appreciation Bond and compounded semiannually on each February 1 and August 1, commencing August 1, 2010, produces the Maturity Value on the maturity date (with respect to Capital Appreciation Bonds) and the Conversion Value on the Conversion Date (with respect to Convertible Capital Appreciation Bonds).

(d) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal and Accreted Value and Conversion Value of and interest on the Bonds.

(e) **“Bond Payment Date”** means (unless otherwise provided by the Official Statement), with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing February 1, 2011 with respect to interest on the Current Interest Bonds and August 1 of each year commencing August 1, 2011 with respect to the principal payments on the Current Interest Bonds, and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

(f) **“Bond Registrar”** means The Bank of New York Mellon Trust Company, N.A., or any successor thereto acting in the capacity of paying agent, registrar, authenticating agent and transfer agent.

(g) **“Build America Bonds”** means those Bonds issued as “Build America Bonds” pursuant to Section 54AA of the Code Section 148(f) of the Internal Revenue Code of 1986, as amended.

(h) **“Capital Appreciation Bonds”** means the Bonds the interest component of which is compounded semiannually on each February 1 and August 1 (or such other dates as shown in the Official Statement) of each year commencing August 1, 2010 to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement.

(i) **“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(j) **“Conversion Date”** means, with respect to Convertible Capital Appreciation Bonds, the date stated in the Official Statement as the date on which such Bonds, originally issued as Capital Appreciation Bonds, convert to Current Interest Bonds.

(k) **“Conversion Value”** means, with respect to Convertible Capital Appreciation Bonds, the Accreted Value as of the Conversion Date.

(l) **“Convertible Capital Appreciation Bonds”** means the Bonds which are originally issued as Capital Appreciation Bonds, but which convert to Current Interest Bonds on the Conversion Date.

(m) **“Current Interest Bonds”** means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Official Statement.

(n) **“Denominational Amount”** means, with respect to the Capital Appreciation Bonds, the initial principal amount thereof.

(o) **“Depository”** means the securities depository acting as Depository pursuant to Section 5(c) hereof.

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

(q) **“Information Services”** means Financial Information, Inc.’s Financial Daily Called Bond Service; Mergent, Inc.; or Standard & Poor’s J. J. Kenny Information Services Called Bond Service.

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

(s) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(t) **“Owner”** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 7 hereof.

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

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

(w) **“Rating Agencies”** means Standard & Poor’s Rating Services and Moody’s Investors Services.

(x) **“Record Date”** means, with respect to Current Interest Bonds, the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(y) **“Securities Depositories”** means, with respect to the Bonds, The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(z) **“Taxable Bonds”** means any Bonds not issued as Tax-Exempt Bonds.

(aa) **“Tax-Exempt Bonds”** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax

preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(bb) **“Term Bonds”** means those Bonds for which mandatory redemption dates have been established in the Official Statement.

(cc) **“Transfer Amount”** means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, (ii) with respect to any Capital Appreciation Bond, the Maturity Value and, (iii) with respect to Convertible Capital Appreciation Bonds, the Conversion Value.

(dd) **“Treasurer”** means, the Tax Collector-Treasurer of the County of San Mateo or any authorized deputy thereof.

SECTION 5. Terms of the Bonds. (a) Denomination, Interest, Dated Dates. The Bonds shall be issued as Bonds registered as to both principal and interest, in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination), and (iii) with respect to Convertible Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial issuance unless otherwise set forth in the Official Statement. Capital Appreciation Bonds will not bear interest on a current basis.

Each Current Interest Bond shall be dated the date of delivery or such date as shall appear in the Official Statement (the “Dated Date”), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2011, in which event it shall bear interest from the Dated Date. Interest on the Current Interest Bonds shall be computed on the basis of a 360-day year of 12, 30-day months.

The Bonds shall bear or accrete interest at a rate or rates such that the interest rate or true interest cost shall not exceed the maximum rate permitted by law. Interest shall be payable on the respective Bond Payment Dates. No Bond shall mature later than the date which is 25 years after the date of issuance of the Bonds.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Maturity Value as shown in the Accreted Value Table attached to the Official Statement. The Convertible Capital Appreciation Bonds shall mature in the years, shall be issued in the aggregate Principal Amounts, shall have Accretion Rates and shall have denominational amounts per each \$5,000 in Conversion Value as shown in such Accreted Value Table; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 4 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital Appreciation Bond, as applicable.

The Convertible Capital Appreciation Bonds shall convert to Current Interest Bonds on the Conversion Date. During the period while the Convertible Capital Appreciation Bonds are in the form of Capital Appreciation Bonds, they will not bear interest but will accrete value through the Conversion Date. From and after the Conversion Date, the Convertible Capital Appreciation Bonds will bear interest as Current Interest Bonds, and such interest will accrue based upon the Conversion Value of such Bonds at the Conversion Date. No payment will be made to the Owners of Convertible Capital Appreciation Bonds on the Conversion Date.

With respect to Bonds issued as Build America Bonds, the District expects to receive a cash subsidy payment from the United States Department of the Treasury equal to 35% of the interest payable on the Bonds on or about each Bond Payment Date. The District shall, prior to each Bond Payment Date, submit or cause to be submitted to the United States Treasury a subsidy reimbursement request in accordance with applicable Federal regulations. Upon receipt of such subsidy, the District shall deposit or cause to be deposited any such cash subsidy payments into the Debt Service Fund (defined herein).

To the extent that the Bonds are issued as Build America Bonds, such Bonds shall have, in addition to any applicable terms and provisions herein, such additional terms and provisions as may be set forth in the Official Statement.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to their stated maturity dates as provided in the Official Statement.

(ii) Mandatory Redemption. As provided in the Official Statement, any Bond issued as a term bond is subject to mandatory redemption without premium from monies in the Debt Service Fund established in Section 11 hereof prior to its stated maturity date, at the Principal Amount or Accreted Value thereof on the dates and amounts as set forth in the Official Statement.

(iii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Bond Registrar identified below, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Bond Registrar shall select Bonds (other than any Bonds issued as Build America Bonds) for redemption by lot; with respect to any Bonds issued as Build America Bonds, within a maturity the Paying Agent shall select Bonds for redemption on a pro rata basis. Redemption by lot shall be in such manner as the Bond Registrar shall determine; provided, however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof, and (C) the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Conversion Value thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 5(b)(i) and (ii) hereof, the Bond Registrar, upon the written instruction from the District provided at least 60 days prior to the date designated for such redemption, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in

whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Bond Registrar, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount, Conversion Value, or Accreted Value of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed, the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Bond Registrar shall take the following actions with respect to such Redemption Notice:

(a) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories.

(c) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b)(i) and (ii) hereof, together with interest accrued to such redemption date, shall be held by the Bond Registrar so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption

date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Bond Registrar for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the County and the District. All or any portion of a Bond purchased by the County or the District shall be cancelled by the Bond Registrar.

(vii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Bond Registrar, in form satisfactory to it, and sufficient moneys shall be held by the Bond Registrar irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.

(c) Book-Entry System.

(i) Definitions. As used in this Section, the terms set forth below shall have the meanings ascribed to them:

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section.

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

(ii) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Capital Appreciation Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(ii)(4).

With respect to book-entry Bonds, the District and the Bond Registrar shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Conversion Value, Principal, premium, if any, or interest on the book-entry Bonds. The District and the Bond Registrar may treat and consider the person in whose

name each book-entry Bond is registered in the Bond Register as the absolute owner of such book-entry Bond for the purpose of payment of Accreted Value, Conversion Value or Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all Accreted Value, Conversion Value or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value, Conversion Value or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value, Conversion Value, or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the owner and the Bond Registrar, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Bond Registrar shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Bond Registrar any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the owners, as shown on the Bond Register. By executing a Letter of Representations, the Bond Registrar shall agree to take all actions necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Bond Registrar shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Registrar with respect to Accreted Value, Conversion Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given,

respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Bond Registrar notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(ii)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated 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 that DTC (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

(3) to any person as provided below, 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 that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(1) or (2), upon receipt of all outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of 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 Section 5(c)(ii)(4)(A)(3), upon receipt of all outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Bond Registrar shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value, Conversion Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Maturity Value, Conversion Value or Principal, in form acceptable to the Bond Registrar, all in accordance with the Letter of Representations. The Bond Registrar shall not

be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Bond Registrar shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Bond Registrar or the District; and the District and the Bond Registrar shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Bond Registrar shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Bond Registrar may rely conclusively on its records as to the identity of the owners of the Bonds.

SECTION 6. Execution of Bonds. The Bonds shall be signed by the President of the Board of Supervisors of the County by his manual or facsimile signature and by the Treasurer by his manual signature, and countersigned by the manual or facsimile signature of and the seal of the County affixed thereto by the Clerk of the Board of Supervisors, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 7. Bond Registrar; Transfer and Exchange. So long as any of the Bonds remain outstanding, the District will cause the Bond Registrar to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal, Conversion Value, or Accreted Value of and premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District, the County nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the designated office of the Bond Registrar, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the County, at the expense of the Owner of said Bond, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like Series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Bond Registrar of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Bond Registrar and, if such evidence be satisfactory to the Bond Registrar and indemnity for the Bond Registrar, the County and the District satisfactory to the Bond Registrar shall be given by the owner, the County, at the expense of the Bond owner, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Bond Registrar may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Bond Registrar). The Bond Registrar may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the County and the Bond Registrar.

If manual signatures on behalf of the County are required in connection with an exchange or transfer, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of exchanged or transferred Bonds, the County shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. The District and the County may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Bonds that the District and the County may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Bond Registrar. Written reports of the surrender and cancellation of Bonds shall be made to the District and, as requested by the County, to the County by the Bond Registrar on or before February 1 and August 1 of each year. The cancelled Bonds shall be retained for six years, then returned to the District or destroyed by the Bond Registrar as directed by the District.

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

SECTION 8. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Bond Registrar as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Bond Registrar for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount, Conversion Value or Maturity Value of One Million Dollars (\$1,000,000) or more may

request in writing to the Bond Registrar that such Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date. The principal, and redemption premiums, if any, payable on the Current Interest Bonds, the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds and the Conversion Value and redemption premiums, if any, payable on the Convertible Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Bond Registrar. The interest, Accreted Value, Conversion Value, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Bond Registrar is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the County except as provided in this Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 9. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Official Statement.

(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____ % per annum _____, 2010

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Burlingame Elementary School District (the "District") in San Mateo County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2011. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2011, in which event it shall bear interest from the date of delivery. Interest on this bond shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially The Bank of New York Mellon Trust Company, N.A. Principal is payable upon presentation and surrender of this bond at the designated office of the Bond Registrar. Interest is payable by check or draft mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of One Million Dollars (\$1,000,000) or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of an issuance of \$ _____ of bonds approved to raise money for the purposes authorized by voters of the District at the Election, defined below; and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the voters of the District cast at an election held on November 6, 2007 (the "Election"), upon the question of issuing bonds in the amount of \$48,300,000, the resolution of the Board of Trustees of the Burlingame Elementary School District (the "District"), adopted on March 9, 2010 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on April 13, 2010 (the

"Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount consistent with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as may be provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds, of which this bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value and Convertible Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Bond Registrar shall be affected by any notice to the contrary.

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

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ at the option of the District, as a whole or in part, on any date, at a redemption price equal to the principal amount of the Current Interest Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption:

The Current Interest Bonds maturing on August 1, 20__ are subject to mandatory redemption from monies in the Debt Service Fund prior to their stated maturity date, at the Principal Amount thereof without premium on each August 1, on and after August 1, 20__, in the Principal Amounts as set forth in the following table:

Redemption Dates

Principal Amounts

TOTAL

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

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

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

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

IN WITNESS WHEREOF, the County of San Mateo, California, has caused this BURLINGAME ELEMENTARY SCHOOL DISTRICT (SAN MATEO COUNTY, CALIFORNIA), ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B, CURRENT INTEREST BOND to be executed on behalf of the Burlingame Elementary School District and in their official capacities by the manual or facsimile signature of the President of the Board of Supervisors of the County and by the manual signature of the Tax Collector-Treasurer of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

COUNTY OF SAN MATEO, CALIFORNIA

By: _____
President of the Board of Supervisors

By: _____
Tax Collector-Treasurer

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

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

(Form of Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B

ACCRETION RATE: MATURITY DATE: DATED AS OF: CUSIP
_____, 2010

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Burlingame Elementary School District (the "District") in San Mateo County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2010, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denomination Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially The Bank of New York Mellon Trust Company, N.A. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the designated office of the Bond Registrar.

This bond is one of an issuance of \$_____ of bonds approved for the purpose of raising money for the purpose authorized by voters of the District at the Election, as defined below; and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the voters of the District cast at an election held on November 6, 2007 (the "Election"), upon the question of issuing bonds in the amount of \$48,300,000, the resolution of the Board of Trustees of the Burlingame Elementary School District (the "District"), adopted on March 9, 2010 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on April 13, 2010 (the "Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount consistent with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as may be provided in the Bond

Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds and Capital Appreciation Bonds (each a "Capital Appreciation Bond"), of which this bond is a part, in the Denominational Amount of \$_____ and the Maturity Value of \$_____ and Convertible Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Bond Registrar shall be affected by any notice to the contrary.

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

The Capital Appreciation Bonds maturing on August 1, 20__ are subject to mandatory redemption from monies in the Debt Service Fund prior to their stated maturity date, at the Accreted Value thereof without premium on each August 1 on and after August 1, 20__, in the amounts as set forth in the following:

Redemption Dates

August 1, 20__

August 1, 20__

August 1, 20__

Accreted Values

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this Series, the rights, duties and obligations of the District, the County, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

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

made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

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

IN WITNESS WHEREOF, the County of San Mateo, California, has caused this BURLINGAME ELEMENTARY SCHOOL DISTRICT (SAN MATEO COUNTY, CALIFORNIA), ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B, CAPITAL APPRECIATION BOND to be executed on behalf of the Burlingame Elementary School District and in their official capacities by the manual or facsimile signature of the President of the Board of Supervisors of the County and by the manual signature of the Tax Collector-Treasurer of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

COUNTY OF SAN MATEO, CALIFORNIA

By: _____
President of the Board of Supervisors

By: _____
Tax Collector-Treasurer

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

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

(Attach form of Legal Opinion)

(Form of Convertible Capital Appreciation Bond)

REGISTERED
CONVERTIBLE CAB NO.

REGISTERED
\$

BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B

ACCRETION RATE TO CONVERSION <u>DATE</u>	CONVERSION <u>DATE</u>	INTEREST RATE AFTER THE CONVERSION <u>DATE</u>	MATURITY <u>DATE</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
_____%	August 1, 20__	_____%	August 1, 20__	_____, 2010	

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

CONVERSION VALUE :

The Burlingame Elementary School District (the "District") in San Mateo County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Conversion Value on the Maturity Date, each as stated above, such Conversion Value comprising the Denominational Amount and interest accreted thereon to the Conversion Date. Prior to the Conversion Date, this bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2010 at the Accretion Rate specified above to the Conversion Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. After the Conversion Date, the District promises to pay to the Registered Owner named above, interest on the Conversion Value from the Conversion Date until the Conversion Value is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 20__. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear such interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 20__, in which event it will bear interest from the Conversion Date. Conversion Value and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially The Bank of New York Mellon Trust Company, N.A. Accreted Value or Conversion Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the designated corporate trust office of the Bond Registrar.

This bond is one of an issuance of \$_____ of bonds approved to raise money for the purposes authorized by voters of the District at the Election, as defined below; and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the voters of the District cast at an election held on November 6, 2007 (the "Election"), upon the question of issuing bonds in the amount of \$48,300,000, the resolution of the Board of Trustees of the Burlingame Elementary School District (the "District"), adopted on March 9, 2010 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on April 13, 2010 (the "Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount consistent with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as may be provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds and Capital Appreciation Bonds, in the Denominational Amount of \$_____ and the Maturity Value of \$_____, and Convertible Capital Appreciation Bonds (each a "Convertible Capital Appreciation Bond") of which this bond is a part, of which \$_____ represents the Denominational Amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Bond Registrar shall be affected by any notice to the contrary.

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

The Convertible Capital Appreciation Bonds may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter, in whole or in part, at a redemption price equal to the Conversion Value of the Convertible Capital Appreciation Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

The Convertible Capital Appreciation Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the Conversion Value thereof, at the date fixed for redemption, without premium. The Conversion Value represented by such Bonds to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:

\$

Total: \$

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Convertible Capital Appreciation Bonds of this Series, the rights, duties and obligations of the District, the County, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

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

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

IN WITNESS WHEREOF, the County of San Mateo, California, has caused this BURLINGAME ELEMENTARY SCHOOL DISTRICT (SAN MATEO COUNTY, CALIFORNIA), ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B, CONVERTIBLE CAPITAL APPRECIATION BOND to be executed on behalf of the Burlingame Elementary School District and in their official capacities by the manual or facsimile signature of the President of the Board of Supervisors of the County and by the manual signature of the Tax Collector-Treasurer of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

COUNTY OF SAN MATEO, CALIFORNIA

By: _____
President of the Board of Supervisors

By: _____
Tax Collector-Treasurer

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

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

(Attach form of Legal Opinion)

Resolution”) and the resolution of the County Board of Supervisors adopted on April 13, 2010 (the “Bond Resolution”). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount consistent with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as may be provided in the Bond Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

The bonds of this issue have been designated as “Build America Bonds” for purposes of the American Recovery and Reinvestment Act of 2009, which act was signed into law on February 17, 2009 (the “Recovery Act”). Pursuant to the Recovery Act, the District expects to receive a cash subsidy payment (the “Subsidy”) from the United States Department of the Treasury (the “Treasury”) equal to 35% of the interest payable on the Bonds on or about each Interest Payment Date. The Subsidy does not constitute a full faith and credit guarantee of the United States Government, but is required to be paid by the Treasury under the Recovery Act. The District is obligated to deposit any Subsidy its receives into the debt service fund (the “Debt Service Fund”) established for the bonds.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds, of which this bond is a part (a “Current Interest Bond”), Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value and Convertible Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Conversion Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Bond Registrar shall be affected by any notice to the contrary.

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

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ at the option of the District, as a whole or in part, on any date, at a redemption price equal to the principal amount of the Current Interest Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption:

The Current Interest Bonds maturing on August 1, 20__ are subject to mandatory redemption from monies in the Debt Service Fund prior to their stated maturity date, at the Principal Amount

thereof without premium on each August 1, on and after August 1, 20__, in the Principal Amounts as set forth in the following table:

Redemption Dates

Principal Amounts

TOTAL

Extraordinary Redemption. Upon the occurrence of an Extraordinary Event (as defined below) the Series __ Bonds shall be subject to extraordinary optional redemption, in whole or in part, on any date at a redemption price ("Series __ Extraordinary Optional Redemption Price") equal to the greater of (i) the principal amount of the Series __ Bonds to be redeemed, plus interest accrued to the redemption date, and (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Series __ Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series __ Bonds are to be redeemed, discounted to the date on which such Series __ Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12, 30-day months, at the Treasury Rate plus 1.00% (as defined below) and plus interest accrued to the redemption date. Such redemption may be made from the moneys deposited therefor in the Debt Service Fund.

"Extraordinary Event" means any event whereby Section 54AA or Section 6431 of the Code (as such Sections were added by Section 1531 of the American Recovery and Reinvestment Act of 2009 pertaining to "Qualified Build America Bonds") is modified, amended or interpreted in a manner pursuant to which the subsidy payments (the "Subsidy Payments") are reduced or eliminated.

"Treasury Rate" means, as of any redemption date of any Series __ Bonds, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to such redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such redemption date to the maturity date of such Series __ Bonds; provided, however, that if the period from such redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

Selection of maturities and the amounts of the Series __ Bonds of each maturity to be redeemed shall be determined by the Bond Registrar in such equitable manner as it may determine.

The County shall cause the tax levy imposed to pay the principal of and interest on the Bonds to be adjusted, as necessary, to reflect any reduction of Subsidy Payments.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

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

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

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

IN WITNESS WHEREOF, the County of San Mateo, California, has caused this BURLINGAME ELEMENTARY SCHOOL DISTRICT (SAN MATEO COUNTY, CALIFORNIA), ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B, CURRENT INTEREST BOND to be executed on behalf of the Burlingame Elementary School District and in their official capacities by the manual or facsimile signature of the President of the Board of Supervisors of the County and by the manual signature of the Tax Collector-Treasurer of the County, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

COUNTY OF SAN MATEO, CALIFORNIA

By: _____
President of the Board of Supervisors

By: _____
Tax Collector-Treasurer

COUNTERSIGNED:

Clerk of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Bond Registrar

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

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

SECTION 10. Delivery of Bonds. The proper officials of the County shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 11. Deposit of Proceeds of Bonds. The proceeds from the sale of the Bonds, to the extent of the Denominational Amount and the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the "Burlingame Elementary School District Election of 2007 General Obligation Bonds, Series B Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes of the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The accrued interest and any premium received by the County from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Burlingame Elementary School District Election of 2007 General Obligation Bonds, Series B Debt Service Fund" (the "Debt Service Fund") for the Bonds and used only for payment of Accreted Value, Conversion Value, or Principal of and interest on the Bonds. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value, Conversion Value or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District. Costs associated with the issuance of the Bonds shall be paid by the District from moneys deposited in the Building Fund or by the Underwriter, on behalf of the District, from premium paid on the Bonds and not received by the County.

Subject to federal tax restrictions, monies in the funds created hereunder shall be invested at the County Treasurer's discretion pursuant to law and the investment policy of the County.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Accreted Value, Conversion Value or Principal of and interest on the Bonds when due.

SECTION 12. Rebate Fund.

(a) The District shall create and establish a special fund designated the "Burlingame Elementary School District Election of 2007 General Obligation Bonds, Series B Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section

1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which

such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the rebate amount shall survive the payment in full or defeasance of the Bonds.

SECTION 13. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal, Conversion Value and Accreted Value of and interest on the Bonds when due, which monies when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the principal, Conversion Value and Accreted Value of and interest on the Bonds when and as the same fall due.

SECTION 14. Arbitrage Covenant. The County acknowledges that the District has covenanted that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor Section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 15. Conditions Precedent. Based in part on representations of the District, this Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 16. Official Statement. The District has authorized Stradling Yocca Carlson & Rauth, a Professional Corporation to prepare a Preliminary Official Statement and an Official Statement relating to the Bonds to be used in connection with the offering and sale of the Bonds in such time and manner as to conform with the requirements of Rule 15c2-12 of the Securities and Exchange Commission.

The District has further authorized the Financial Advisor to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and deliver copies of any final Official Statement to the purchaser of the Bonds.

SECTION 17. Insurance. The Superintendent, the Assistant Superintendent, or a designated deputy thereof, each alone, are authorized to submit information to municipal bond

insurers for bidder's option purchase, but such bond insurance would be solely at the discretion of the purchaser of the Bonds and payment of any insurance premium and any additional rating agency fees would be an expense solely of the purchaser and not the District. In the event the bidder purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal, interest, Conversion Value, or Accreted Value on the Bonds, it shall become the owner of such Bonds with the right to payment of principal, interest, Conversion Value, or Accreted Value on the 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 Bond Registrar shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Bond Registrar 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 Bonds, and (ii) in the case of subrogation as to claims for past due Principal, Conversion Value or Accreted Value, the Bond Registrar shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 18. Defeasance. All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Bond Registrar or with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund (as hereinafter defined) is sufficient to pay all Bonds outstanding and designated for defeasance, including all principal, Conversion Value, Maturity Value and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with the Bond Registrar or with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all Principal, Conversion Value, Maturity Value and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to all such designated outstanding Bonds shall cease and terminate, except only the obligation of the County and the Bond Registrar or an independent escrow agent selected by the District, to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include

evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 19. Other Actions. Officers of the Board and County officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

SECTION 20. Limited Duties of County; Indemnification. The County, including its Board, officers, officials, agents and employees, shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Bonds, including interest thereon, no implied covenants or obligations shall be read in this Resolution against the County, including its Board, officers, officials, agents and employees. The County acknowledges that the District has agreed to indemnify, defend, and hold harmless the County, including its Board, officers, officials, agents and employees, against the payment of any and all liabilities, losses, costs and expenses (including attorneys fees and court costs), damages and claims which the County, including its Board, officers, officials, agents and employees, may incur in the exercise and performance of its or their powers and duties hereunder which are not due to its or their negligence or bad faith.

SECTION 21. Distribution of Resolution. The Clerk of the Board of Supervisors shall send copies of this Resolution to the following:

- a. County Counsel
- b. County Tax Collector-Treasurer
- c. County Auditor-Controller-County Clerk
- d. Burlingame Elementary School District
1825 Trousdale Drive
Burlingame, CA 94010
Attn: Assistant Superintendent/Chief Business Official
- e. Stradling Yocca Carlson & Rauth, Bond Counsel (certified copy)
44 Montgomery Street, Suite 4200
San Francisco, CA 94104

- f. Backstrom McCarley Berry & Co., LLC, Financial Advisor
115 Sansome Street, Mezz. A
San Francisco, CA 94104

SECTION 22. Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section.

SECTION 23. Unclaimed Funds. Notwithstanding any other provisions of this Resolution, any monies held in any fund created pursuant to this Resolution, or by the Bond Registrar in trust, for the payment of the Principal, Conversion Value and Maturity Value of, redemption premium, if any, and interest on the Bonds and remaining unclaimed for one year after the Principal, Conversion Value and Maturity Value of all of the Bonds have become due and payable (whether by maturity or upon prior redemption) shall be, after payment in full of the Bonds, transferred to the general fund of the District to be applied in accordance with law; provided, however, that the Bond Registrar, before making such payment, shall cause notice to be mailed to the Owners of all Bonds that have not been paid, by first-class mail at the addresses on the Bonds Register, postage prepaid, no less than 90 days prior to the date of such payment. Thereafter, the District shall have all responsibility and liability for the payment of such Bonds.

SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

EXHIBIT A

NOTICE INVITING PROPOSALS FOR PURCHASE OF BONDS

\$ _____
BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B
(TAX-EXEMPT)

NOTICE IS HEREBY GIVEN that sealed unconditioned proposals will be received to and including the hour of ___ a.m., Pacific Daylight Time, on _____, _____, 2010, at the offices of the Financial Advisor to the District, Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104 (the "Financial Advisor"), in the manner described below, for the purchase of all, but not less than all, of \$ _____* principal amount of Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series B (Tax-Exempt) (the "Bonds"). Proposals may also be submitted electronically via the Parity Electronic Bid Submission System ("PARITY"), in the manner described below, for the purchase of all, but not less than all, of \$ _____* principal amount of the Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the District and publicized via Bloomberg News Service or TM3.

IMPORTANT NOTE:

The successful bidder will be required to submit a bid for purchase of the Bonds at a price equal to the par amount of the Bonds plus sufficient original issue premium to wire \$ _____ at closing to The Bank of New York Mellon Trust Company, N.A. to pay the costs of issuing the bonds. By submitting its bid, the successful bidder acknowledges and agrees to this requirement. See "Payment of Issuance Costs" herein.

I. Issue:

The Bonds will be dated the date of delivery, will be in the denomination of \$5,000 each, or integral multiples thereof, and will bear interest from the date of the Bonds to the maturity of each of the Bonds at the rate or rates such that the interest rate shall not exceed ___% per annum, with interest payable on February 1, 2011 and semiannually on February 1 and August 1 of each year during the term of each of the Bonds. The Bonds mature on August 1 in each of the years 2011 to 20___, inclusive, as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
-------------	-----------------------------

* Preliminary, subject to change.

II. Option to Elect Term Bonds:

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election on the bid form. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

III. Adjustment of Principal Amounts:

The principal amounts of each maturity of Bonds set forth above reflect certain assumptions of the Burlingame Elementary School District (the "District") and the Financial Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Superintendent, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Bonds, in \$5,000 increments of principal amounts. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the District and the Financial Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the bonds.

IV. Interest Rates:

All bids for the purchase of the Bonds must state the rate or rates of interest to be paid and no bid at a price less than the par value of the Bonds, together with all accrued interest thereon to the date of the delivery of the Bonds, will be considered. All Bonds of the same maturity must bear the same rate of interest and no Bond may bear more than one rate. The maximum interest rate bid may not exceed _____ percent (___%) per annum, and the true interest cost shall not exceed ___ percent (___%) per annum. Bidders may specify any number of different rates to be borne on the Bonds; all interest rates must be in multiples of 1/8 or 1/20 of one percent; a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of 12, 30-day months.

V. Redemption:

The Bonds maturing on or before August 1, 20__ are non-callable. The Bonds maturing on August 1, 20__, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, in whole on any date or in part on any Bond Payment Date, on or after August 1, 20__, by lot within any such maturity if less than all of the Bonds of such maturity are to be redeemed, at the redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date of redemption, payable from any source lawfully available therefor.

VI. Notice of Redemption:

Notice of redemption of any Bond will be mailed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by The Bank of New York Mellon Trust Company, N.A., the Bond Registrar designated for this issue of Bonds; such mailing to be not more than 45 nor less than 30 days prior to the date set for redemption. Neither failure

to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Bonds.

VII. Registration of Bonds as to Principal and Interest and Place of Payment:

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial owners of the Bonds through DTC's Participants, as described in the Preliminary Official Statement.

VIII. Authority:

The Bonds will be issued pursuant to the Constitution and laws of the State of California. The issuance of the Bonds was authorized by the requisite fifty-five percent vote of the qualified electors of the District voting at an election held on November 6, 2007.

IX. Security:

Both principal of and interest on the Bonds are payable from an unlimited *ad valorem* tax levied against all of the taxable property in the District.

X. Form of Bid:

A prescribed form of bid for the Bonds has been prepared and is attached hereto. Bids may be submitted by sealed envelope to the District c/o Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104., or electronically via PARITY, providing that the good faith deposit (described below) has been received, before 10 A.M., Pacific Daylight Time on the date of sale by the County of San Mateo, Tax Collector-Treasurer, 555 County Center, 1st Floor, Redwood City, California 94063.

All bids which are submitted electronically via PARITY pursuant to the procedures described below shall be deemed to constitute a Bid for Purchase of the Bonds and shall be deemed to incorporate by reference all of the terms and conditions of this Notice Inviting Proposals. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder's signature on the Bid for Purchase of the Bonds.

XI. Procedures Regarding Electronic Bidding:

Bids may be submitted electronically via PARITY in accordance with this Notice Inviting Proposals, until __ A.M., Pacific Daylight Time, on _____, _____, 2010, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals, the terms of this Notice Inviting Proposals shall control. For further information about PARITY, potential bidders may contact the District's Financial Advisor or PARITY at (212) 849-5021. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. The District may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the

various maturities of the Bonds, the initial public offering price of each maturity and any other information included in such transmission) as though the same information were submitted on the Bid for Purchase of the Bonds form, provided by the District and executed by a duly authorized signatory of the bidder. If a bid submitted electronically by PARITY is accepted by the District, the terms of the Bid for Purchase of the Bonds and the Notice Inviting Proposals and the information that is electronically transmitted through PARITY shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY's internet site (www.tm3.com) no later than 5:00 P.M. (Pacific Daylight Time) on the last business day prior to the date of sale.

4. Once the bids are communicated electronically via PARITY to the District as described above, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Proposals. For purposes of submitting all Bids for Purchase of the Bonds, whether by hand delivery or electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

5. Each bidder choosing to bid electronically shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals. Neither the District nor Dalcomp shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor Dalcomp shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals.

XII. Estimate of True Interest Cost:

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

XIII. Bid Check:

All bids must be accompanied by a good faith deposit (a "Good Faith Deposit") in the form of a cashier's check referencing Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series B (Tax-Exempt), in a sum equal to [\$172,000] payable to the order of the Tax Collector-Treasurer of San Mateo County, for the benefit of the District.

If the apparent winning bidder on the Bonds is determined to be a bidder who has not submitted a Good Faith Deposit in the form of a cashier's check, as provided above, the Financial Advisor will

request the apparent winning bidder to immediately wire the Good Faith Deposit and provide the Federal wire reference number of such Good Faith Deposit to the County of San Mateo within ninety (90) minutes of such request by the Financial Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Good Faith Deposit in the form of a cashier's check, as provided above, or until such time as the bidder has provided a Federal wire reference number for the Good Faith Deposit to the Financial Advisor.

The wire transfer is to be made to _____, ABA _____, _____, for credit to the District, Bank Account No. _____, with notice thereof to _____, phone: _____; fax: _____.

If the successful bidder completes its purchase of the Bonds on the terms stated in its proposal, its Deposit will be applied to the purchase of the Bonds on the date of delivery of the Bonds. Checks of the unsuccessful bidders will be returned in person at the time of sale or by mail promptly after the date of sale. No interest will be paid on the Deposit made by any bidder.

XIV. CUSIP Numbers and Other Fees:

CUSIP numbers will be applied for and will be printed on the Bonds and the cost of printing thereof and service bureau assignment will be purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Bonds (see, "California Debt Advisory and Investment Commission" below).

XV. Legal Opinion:

The Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under California law and on the exemption of the interest income on such Bonds from federal State of California income taxes. Fees of Bond Counsel will be paid from Bond proceeds.

XVI. Tax-Exempt Status:

In the opinion of Bond Counsel, under existing laws, interest on the Bonds is exempt from all present State of California personal income taxes, and assuming compliance with certain covenants made by the District, interest on Bonds is not includable in the gross income of the owners of the Bonds for federal income tax purposes, provided that such interest may be included in the calculation for certain taxes, including the corporate alternative minimum tax and the corporate environmental tax. Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that event its Deposit will be returned.

XII. Certification of Reoffering Price:

As soon as practicable, but not later than five days following the date of acceptance of the bid for the Bonds, the successful bidder must submit to the District a certificate specifying for each maturity the reoffering price at which at least 10% of the Bonds of such maturity were sold (or were offered in a bona

fide public offering and as of the date of award of the Bonds to the successful bidder reasonably expected to be sold) to the public. Such certificate shall be in form and substance satisfactory to Bond Counsel and shall include such additional information as may be requested by Bond Counsel.

XIII. Award:

The Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the interest rate or rates specified. The best bid will be the bid that represents the lowest true interest cost ("TIC") to the District for the Bonds. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Bonds back to the dated date of such Bonds, results in an amount equal to the price bid for said Bonds. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Director of Finance, as described herein under "Adjustment of Principal Amounts," even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

XIX. Cost of Issuance Deposit:

The successful bidder agrees to wire \$_____ at closing to The Bank of New York Mellon Trust Company, N.A., as fiscal agent for the cost of issuance account (the "Fiscal Agent"). This amount must be paid not later than the date of delivery of the Bonds. Payment of this amount is not optional and is in addition to any purchase premium specified or any premium designated for municipal bond insurance. The Fiscal Agent will deposit such funds in a special account established on behalf of the successful bidder and apply such funds only to pay legally authorized costs of issuance pursuant to a written order of the District accompanied by approved invoices. Costs of issuance shall include: (i) fees and disbursements of the financial advisor, bond counsel and disclosure counsel; (ii) the costs of preparation, printing, posting and delivery of the Official Statement; (iii) rating fees; (iv) costs of publication of notices of sale, and (v) other expenses permitted by Section 15145 of the Education Code. Any balance remaining in such account 120 days after the issuance of the Bonds shall, after the District has been contacted to confirm that all appropriate costs of issuance have been paid, be returned to the successful bidder. The Fiscal Agent agrees to perform such services outlined above. Bidders should be careful to consider this additional cost in calculating bids.

XX. Delivery:

Delivery of the Bonds will be made to the purchaser through DTC upon payment in federal funds payable to or for the account of the District at the County of San Mateo, Tax Collector-Treasurer, 555 County Center, 1st Floor, Redwood City, California 94063. The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser's request and expense, at any other place mutually agreeable to both the District and the purchaser.

XXI. Prompt Award:

The Superintendent of the District, or his designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

XXII. Qualification for Insurance:

The District may submit information to municipal bond insurers for bidder's option purchase, but such bond insurance would be solely at the discretion of the purchaser of the Bonds and payment of any insurance premium and any additional rating agency fees would be an expense solely of the purchaser and not the District. Satisfaction of any conditions to the issuance of a municipal bond insurance policy shall be the sole responsibility of the bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of his contractual obligations arising from the acceptance of his proposal to purchase the Bonds. If bond insurance is purchased, the purchaser of the Bonds must provide the District with the municipal bond insurance commitment, including the amount of the policy premium, as well as information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the final Official Statement within two (2) business days following the award of the Bonds by the District.

XXIII. California Debt Advisory and Investment Commission:

The successful bidder will be required, pursuant to state of California law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the Bonds.

XXIV. No Litigation and Non-Arbitrage:

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

XXV. Official Statement:

The District will make available a Preliminary Official Statement relating to the Bonds, a copy of which, along with related documents, will be furnished upon request made by mail to Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104, the District's Financial Advisor for the Bonds, or telephoned to said Advisor at 415-392-5505. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for the purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final official statement. The District shall deliver, at closing, a certificate, executed by appropriate officers of the District acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading.

XXVI. Continuing Disclosure:

In order to assist bidders in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, the District will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and Notice of the occurrence of certain events, if material. A description of this undertaking and a form of the Continuing Disclosure Certificate is included in the Preliminary Official Statement.

XXVII. Ratings:

Standard & Poor's and Moody's Investors Service have assigned to the Bonds the respective ratings shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Financial Advisor. Such ratings reflect only the views of such organizations and explanation of the significance of such ratings may be obtained from them as follows: Standard & Poor's, 55 Water Street, New York, New York 10041, (212) 438-2000; or Moody's Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, (212) 553-1658. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either of the rating agencies, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

XXIII. Right to Cancel, Postpone, or Reschedule Sale:

The District reserves the right to cancel, postpone or reschedule the sale of the Bonds upon notice given through the Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* not less than twenty-four (24) hours prior to the time bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* no later than twenty-three (23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Financial Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.

XXIX. Additional Information:

Copies of the Notice Inviting Proposals for Purchase of Bonds, the form of bid, and the Preliminary Official Statement relating to the Bonds will be furnished to any bidder upon request made to Backstrom McCarley Berry & Co., LLC, Financial Advisor. One hundred (100) copies of the Official Statement will be made available to the purchaser without charge within seven business days of the date of sale and additional copies will be made available upon request at the purchaser's expense.

Dated: _____, 2010

BURLINGAME ELEMENTARY SCHOOL DISTRICT

By: _____

Diane Talarico
Superintendent

EXHIBIT B

BID FOR THE PURCHASE OF \$ _____
BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B
(TAX-EXEMPT)

_____, 2010

Burlingame Elementary School District
San Mateo County, California

On behalf of a group which we have formed consisting of:

and pursuant to the Notice Inviting Proposals for Purchase of Bonds hereinafter mentioned, we offer to purchase all of the _____ Dollars (\$ _____) principal amount of the Bonds designated as "Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series B (Tax-Exempt)," maturing on August 1 in the years and amounts and bearing interest at the rate or rates set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT*</u>	<u>INTEREST RATE</u>	<u>INSURANCE</u>
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and to pay therefor the aggregate sum of \$ _____ (representing the \$ _____ principal amount of the Bonds, plus premium and interest accrued on such Bonds to the date of delivery thereof.)

We hereby elect to combine the maturities of Bonds maturing on the following dates to comprise term bonds:

<u>Redemption Dates</u>	<u>Maturity Date</u>
_____ through _____	_____ 1, _____
_____ through _____	_____ 1, _____
_____ through _____	_____ 1, _____

*Preliminary, subject to change. See "III. Adjustment of Principal Amounts" in the Notice Inviting Proposals for Purchase of Bonds.

This bid is submitted with our intention to purchase municipal bond insurance from _____ (fill in if applicable). Such insurance will be obtained at our expense.

This bid is made subject to all the terms and conditions of the Notice Inviting Proposals for Purchase of Bonds heretofore published, all of which terms and conditions are made a part hereof as fully as though set forth in full in this bid.

As specified in the Notice Inviting Proposals for Purchase of Bonds, this bid is subject to acceptance not later than 26 hours after the expiration of the time for the receipt of bids, and the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation approving the validity of the Bonds will be furnished us (if we are the successful bidder) at the time of the delivery of the Bonds at the expense of the District.

There is submitted herewith a memorandum (which shall not constitute a part of this bid) stating the total true interest cost in dollars on the Bonds during the life of the issue under this bid, and the true interest rate determined thereby.

We have received and reviewed the Preliminary Official Statement with respect to the Bonds (the "Preliminary Official Statement") and as a condition to bidding on the Bonds, have determined that we can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

As of the date of award and as of the date of delivery of the Bonds, all members of our syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

We hereby request that _____ (not to exceed 100) printed copies of the Official Statement with respect to the Bonds be furnished to us in accordance with the terms of the Notice Inviting Proposals for the Purchase of Bonds.

Respectfully submitted,

Name: _____
(Account Manager)

By: _____

Address: _____

City: _____ State: _____

Phone: _____

BID CHECK (check one):

____ There is enclosed herewith a cashier's check referencing Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series B (Tax-Exempt), in the amount \$_____ payable to the order of the Tax Collector-Treasurer of San Mateo County, for the benefit of the District.

____ We have provided a wire referencing Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series B (Tax-Exempt), as provided in the Notice Inviting Proposals for Purchase of Bonds.

MEMORANDUM OF INTEREST COST: Under the above bid, the total true interest cost on the Bonds during the life of the issue is \$_____ and the true interest rate determined thereby is _____%.

EXHIBIT C

NOTICE OF INTENTION TO SELL

\$ _____
BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B
(TAX-EXEMPT)

NOTICE IS HEREBY GIVEN that the Burlingame Elementary School District (the "District"), in San Mateo County, California, intends to offer for public sale on _____, _____, 2010, at the hour of __ a.m. at the office of Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104 not to exceed \$ _____* principal amount of general obligation bonds of the District designated "Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series B (Tax-Exempt) (the "Bonds"). Within 26 hours, the Superintendent of the District will consider the bids received and, if acceptable bids are received, award the sale of the Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received the following Tuesday at the same time and place specified above and each Tuesday thereafter until such time as bids are awarded or notice to the contrary is given.

NOTICE IS HEREBY FURTHER GIVEN that the Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Bids for the Bonds, dated _____, 2010. An Official Statement and Notice Inviting Bids relating to the Bonds will be furnished upon request mailed to Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104, the financial consultant to the District for the Bonds.

Dated: _____, 2010

BURLINGAME ELEMENTARY SCHOOL DISTRICT

By: _____
Diane Talarico
Superintendent

* Preliminary, subject to change.

EXHIBIT D

NOTICE INVITING PROPOSALS FOR PURCHASE OF BONDS

\$ _____
BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B
(BUILD AMERICA BONDS-DIRECT PAYMENT TO DISTRICT)
(FEDERALLY TAXABLE)

NOTICE IS HEREBY GIVEN that sealed unconditioned proposals will be received to and including the hour of ___ a.m., Pacific Daylight Time, on _____, _____, 2010, at the offices of the Financial Advisor to the District, Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104 (the "Financial Advisor"), in the manner described below, for the purchase of all, but not less than all, of \$ _____* principal amount of Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series ___ (Build America Bonds - Direct Payment to District)(Federally Taxable) (the "Bonds"). Proposals may also be submitted electronically via the Parity Electronic Bid Submission System ("PARITY"), in the manner described below, for the purchase of all, but not less than all, of \$ _____* principal amount of the Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the District and publicized via Bloomberg News Service or TM3.

IMPORTANT NOTE:

The successful bidder will be required to submit a bid for purchase of the Bonds at a price equal to the par amount of the Bonds plus sufficient original issue premium to wire \$ _____ at closing to The Bank of New York Mellon Trust Company, N.A. to pay the costs of issuing the bonds. By submitting its bid, the successful bidder acknowledges and agrees to this requirement. See "Payment of Issuance Costs" herein.

I. Issue:

The Bonds will be dated the date of delivery, will be in the denomination of \$5,000 each, or integral multiples thereof, and will bear interest from the date of the Bonds to the maturity of each of the Bonds at the rate or rates such that the interest rate shall not exceed ___% per annum, with interest payable on February 1, 2011 and semiannually on February 1 and August 1 of each year during the term of each of the Bonds. The Bonds mature on August 1 in each of the years 2011 to 20___, inclusive, as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
-------------	-----------------------------

* Preliminary, subject to change.

II. Option to Elect Term Bonds:

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election on the bid form. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

III. Adjustment of Principal Amounts:

The principal amounts of each maturity of Bonds set forth above reflect certain assumptions of the Burlingame Elementary School District (the "District") and the Financial Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Superintendent, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Bonds, in \$5,000 increments of principal amounts. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the District and the Financial Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the bonds.

IV. Interest Rates:

All bids for the purchase of the Bonds must state the rate or rates of interest to be paid and no bid at a price less than the par value of the Bonds, together with all accrued interest thereon to the date of the delivery of the Bonds, will be considered. All Bonds of the same maturity must bear the same rate of interest and no Bond may bear more than one rate. The maximum interest rate bid may not exceed _____ percent (___%) per annum, and the true interest cost shall not exceed ___ percent (___%) per annum. Bidders may specify any number of different rates to be borne on the Bonds; all interest rates must be in multiples of 1/8 or 1/20 of one percent; a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of 12, 30-day months.

V. Build America Bonds

The Series ___ Bonds are designated as "Build America Bonds" for purposes of the American Recovery and Reinvestment Act of 2009, which act was signed into law on February 17, 2009 (the "Recovery Act"). Pursuant to the Recovery Act, the District expects to receive a cash subsidy payment from the United States Department of the Treasury (the "Treasury") equal to 35% of the interest payable on the Series ___ Bonds on or about each Bond Payment Date. The cash payment does not constitute a full faith and credit guarantee of the United States Government, but is required to be paid by the Treasury under the Recovery Act. The District is obligated to deposit any cash subsidy payments it receives into the Debt Service Fund.

VI. Redemption:

The Bonds maturing on or before August 1, 20__ are non-callable. The Bonds maturing on August 1, 20__, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, in whole on any date or in part on any Bond Payment Date, on or after August 1, 20__, by lot within any such maturity if less than all of the Bonds of such maturity are to be redeemed, at the redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date of redemption, payable from any source lawfully available therefor.

Upon the occurrence of an Extraordinary Event (as defined below) the Series ___ Bonds shall be subject to extraordinary optional redemption, in whole or in part, on any date at a redemption price ("Series ___ Extraordinary Optional Redemption Price") equal to the greater of (i) the principal amount of the Series ___ Bonds to be redeemed, plus interest accrued to the redemption date, and (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Series ___ Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such Series ___ Bonds are to be redeemed, discounted to the date on which such Series ___ Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of 12, 30-day months, at the Treasury Rate plus 1.00% (as defined below) and plus interest accrued to the redemption date. Such redemption may be made from the moneys deposited therefor in the Debt Service Fund.

"Extraordinary Event" means any event whereby Section 54AA or Section 6431 of the Code (as such Sections were added by Section 1531 of the American Recovery and Reinvestment Act of 2009 pertaining to "Qualified Build America Bonds") is modified, amended or interpreted in a manner pursuant to which the subsidy payments (the "Subsidy Payments") are reduced or eliminated.

"Treasury Rate" means, as of any redemption date of any Series ___ Bonds, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to such redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such redemption date to the maturity date of such Series ___ Bonds; provided, however, that if the period from such redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

Selection of maturities and the amounts of the Series ___ Bonds of each maturity to be redeemed shall be determined by the Bond Registrar in such equitable manner as it may determine.

The County shall cause the tax levy imposed to pay the principal of and interest on the Bonds to be adjusted, as necessary, to reflect any reduction of Subsidy Payments.

VII. Notice of Redemption:

Notice of redemption of any Bond will be mailed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by The Bank of New York Mellon Trust Company, N.A., the Bond Registrar designated for this issue of Bonds; such mailing to be not more than 45 nor less than 30 days prior to the date set for redemption. Neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Bonds.

VIII. Registration of Bonds as to Principal and Interest and Place of Payment:

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial owners of the Bonds through DTC's Participants, as described in the Preliminary Official Statement.

IX. Authority:

The Bonds will be issued pursuant to the Constitution and laws of the State of California. The issuance of the Bonds was authorized by the requisite fifty-five percent vote of the qualified electors of the District voting at an election held on November 6, 2007.

X. Security:

Both principal of and interest on the Bonds are payable from an unlimited *ad valorem* tax levied against all of the taxable property in the District.

XI. Form of Bid:

A prescribed form of bid for the Bonds has been prepared and is attached hereto. Bids may be submitted by sealed envelope to the District c/o Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104, or electronically via PARITY, providing that the good faith deposit (described below) has been received, before 10 A.M., Pacific Daylight Time on the date of sale by the County of San Mateo, Tax Collector-Treasurer, 555 County Center, 1st Floor, Redwood City, California 94063.

All bids which are submitted electronically via PARITY pursuant to the procedures described below shall be deemed to constitute a Bid for Purchase of the Bonds and shall be deemed to incorporate by reference all of the terms and conditions of this Notice Inviting Proposals. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder's signature on the Bid for Purchase of the Bonds.

XII. Procedures Regarding Electronic Bidding:

Bids may be submitted electronically via PARITY in accordance with this Notice Inviting

Proposals, until __ A.M., Pacific Daylight Time, on _____, _____, 2010, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals, the terms of this Notice Inviting Proposals shall control. For further information about PARITY, potential bidders may contact the District's Financial Advisor or PARITY at (212) 849-5021. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. The District may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity and any other information included in such transmission) as though the same information were submitted on the Bid for Purchase of the Bonds form, provided by the District and executed by a duly authorized signatory of the bidder. If a bid submitted electronically by PARITY is accepted by the District, the terms of the Bid for Purchase of the Bonds and the Notice Inviting Proposals and the information that is electronically transmitted through PARITY shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY's internet site (www.tm3.com) no later than 5:00 P.M. (Pacific Daylight Time) on the last business day prior to the date of sale.

4. Once the bids are communicated electronically via PARITY to the District as described above, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Proposals. For purposes of submitting all Bids for Purchase of the Bonds, whether by hand delivery or electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

5. Each bidder choosing to bid electronically shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals. Neither the District nor Dalcomp shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor Dalcomp shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals.

XIII. Estimate of True Interest Cost:

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

XIV. Bid Check:

All bids must be accompanied by a good faith deposit (a "Good Faith Deposit") in the form of a cashier's check referencing Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series B (Build America Bonds – Direct Payment to District) (Federally Taxable), in a sum equal to [\$172,000] payable to the order of the Tax Collector-Treasurer of San Mateo County, for the benefit of the District.

If the apparent winning bidder on the Bonds is determined to be a bidder who has not submitted a Good Faith Deposit in the form of a cashier's check, as provided above, the Financial Advisor will request the apparent winning bidder to immediately wire the Good Faith Deposit and provide the Federal wire reference number of such Good Faith Deposit to the County of San Mateo within ninety (90) minutes of such request by the Financial Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Good Faith Deposit in the form of a cashier's check, as provided above, or until such time as the bidder has provided a Federal wire reference number for the Good Faith Deposit to the Financial Advisor.

The wire transfer is to be made to _____, ABA _____, _____, for credit to the District, Bank Account No. _____, with notice thereof to _____, phone: _____; fax: _____.

If the successful bidder completes its purchase of the Bonds on the terms stated in its proposal, its Deposit will be applied to the purchase of the Bonds on the date of delivery of the Bonds. Checks of the unsuccessful bidders will be returned in person at the time of sale or by mail promptly after the date of sale. No interest will be paid on the Deposit made by any bidder.

XV. CUSIP Numbers and Other Fees:

CUSIP numbers will be applied for and will be printed on the Bonds and the cost of printing thereof and service bureau assignment will be purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Bonds (see, "California Debt Advisory and Investment Commission" below).

XVI. Legal Opinion:

The Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under California law and on the exemption of the interest income on such Bonds from State of California income taxes. Fees of Bond Counsel will be paid from Bond proceeds.

XVII. Tax Status:

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, interest on the Series __ Bonds is exempt from State of California personal income tax. Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that

event its Deposit will be returned.

XIII. Certification of Reoffering Price:

As soon as practicable, but not later than five days following the date of acceptance of the bid for the Bonds, the successful bidder must submit to the District a certificate specifying for each maturity the reoffering price at which at least 10% of the Bonds of such maturity were sold (or were offered in a bona fide public offering and as of the date of award of the Bonds to the successful bidder reasonably expected to be sold) to the public. Such certificate shall be in form and substance satisfactory to Bond Counsel and shall include such additional information as may be requested by Bond Counsel.

XIX. Award:

The Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the interest rate or rates specified. The best bid will be the bid that represents the lowest true interest cost ("TIC") to the District for the Bonds. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Bonds back to the dated date of such Bonds, results in an amount equal to the price bid for said Bonds. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Director of Finance, as described herein under "Adjustment of Principal Amounts," even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

XX. Cost of Issuance Deposit:

The successful bidder agrees to wire \$_____ at closing to The Bank of New York Mellon Trust Company, N.A., as fiscal agent for the cost of issuance account (the "Fiscal Agent"). This amount must be paid not later than the date of delivery of the Bonds. Payment of this amount is not optional and is in addition to any purchase premium specified or any premium designated for municipal bond insurance. The Fiscal Agent will deposit such funds in a special account established on behalf of the successful bidder and apply such funds only to pay legally authorized costs of issuance pursuant to a written order of the District accompanied by approved invoices. Costs of issuance shall include: (i) fees and disbursements of the financial advisor, bond counsel and disclosure counsel; (ii) the costs of preparation, printing, posting and delivery of the Official Statement; (iii) rating fees; (iv) costs of publication of notices of sale, and (v) other expenses permitted by Section 15145 of the Education Code. Any balance remaining in such account 120 days after the issuance of the Bonds shall, after the District has been contacted to confirm that all appropriate costs of issuance have been paid, be returned to the successful bidder. The Fiscal Agent agrees to perform such services outlined above. Bidders should be careful to consider this additional cost in calculating bids.

XXI. Delivery:

Delivery of the Bonds will be made to the purchaser through DTC upon payment in federal funds payable to or for the account of the District at the County of San Mateo, Tax Collector-Treasurer, 555 County Center, 1st Floor, Redwood City, California 94063. The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser's request and expense, at any other place mutually agreeable to both the District and the purchaser.

XXII. Prompt Award:

The Superintendent of the District, or his designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

XXIII. Qualification for Insurance:

The District may submit information to municipal bond insurers for bidder's option purchase, but such bond insurance would be solely at the discretion of the purchaser of the Bonds and payment of any insurance premium and any additional rating agency fees would be an expense solely of the purchaser and not the District. Satisfaction of any conditions to the issuance of a municipal bond insurance policy shall be the sole responsibility of the bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of his contractual obligations arising from the acceptance of his proposal to purchase the Bonds. If bond insurance is purchased, the purchaser of the Bonds must provide the District with the municipal bond insurance commitment, including the amount of the policy premium, as well as information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the final Official Statement within two (2) business days following the award of the Bonds by the District.

XXIV. California Debt Advisory and Investment Commission:

The successful bidder will be required, pursuant to state of California law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the Bonds.

XXV. No Litigation and Non-Arbitrage:

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

XXVI. Official Statement:

The District will make available a Preliminary Official Statement relating to the Bonds, a copy of which, along with related documents, will be furnished upon request made by mail to Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104, the District's Financial Advisor for the Bonds, or telephoned to said Advisor at 415-392-5505. Such Preliminary Official Statement, together with any supplements thereto, shall be in form "deemed final" by the District for the purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final official statement. The District shall deliver, at closing, a certificate, executed by appropriate officers of the District acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading.

XXVII. Continuing Disclosure:

In order to assist bidders in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, the District will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and Notice of the occurrence of certain events, if material. A description of this undertaking and a form of the Continuing Disclosure Certificate is included in the Preliminary Official Statement.

XXVIII. Ratings:

Standard & Poor's and Moody's Investors Service have assigned to the Bonds the respective ratings shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Financial Advisor. Such ratings reflect only the views of such organizations and explanation of the significance of such ratings may be obtained from them as follows: Standard & Poor's, 55 Water Street, New York, New York 10041, (212) 438-2000; or Moody's Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, (212) 553-1658. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either of the rating agencies, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

XXIX. Right to Cancel, Postpone, or Reschedule Sale:

The District reserves the right to cancel, postpone or reschedule the sale of the Bonds upon notice given through the Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* not less than twenty-four (24) hours prior to the time bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* no later than twenty-three (23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Financial Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.

XXX. Additional Information:

Copies of the Notice Inviting Proposals for Purchase of Bonds, the form of bid, and the Preliminary Official Statement relating to the Bonds will be furnished to any bidder upon request made to Backstrom McCarley Berry & Co., LLC, Financial Advisor. One hundred (100) copies of the Official Statement will be made available to the purchaser without charge within seven business days of the date of sale and additional copies will be made available upon request at the purchaser's expense.

Dated: _____, 2010

BURLINGAME ELEMENTARY SCHOOL DISTRICT

By: _____
Diane Talarico
Superintendent

EXHIBIT E

BID FOR THE PURCHASE OF \$ _____
BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES ____
(BUILD AMERICA BONDS – DIRECT PAYMENT TO DISTRICT)
(FEDERALLY TAXABLE
_____, 2010

Burlingame Elementary School District
San Mateo County, California

On behalf of a group which we have formed consisting of:

and pursuant to the Notice Inviting Proposals for Purchase of Bonds hereinafter mentioned, we offer to purchase all of the _____ Dollars (\$ _____) principal amount of the Bonds designated as "Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series ____ (Build America Bonds – Direct Payment to District)(Federally Taxable)," maturing on August 1 in the years and amounts and bearing interest at the rate or rates set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT*</u>	<u>INTEREST RATE</u>	<u>INSURANCE</u>
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and to pay therefor the aggregate sum of \$ _____ (representing the \$ _____ principal amount of the Bonds, plus premium and interest accrued on such Bonds to the date of delivery thereof.)

We hereby elect to combine the maturities of Bonds maturing on the following dates to comprise term bonds:

<u>Redemption Dates</u>	<u>Maturity Date</u>
_____ through _____	_____ 1, _____
_____ through _____	_____ 1, _____
_____ through _____	_____ 1, _____

*Preliminary, subject to change. See "III. Adjustment of Principal Amounts" in the Notice Inviting Proposals for Purchase of Bonds.

This bid is submitted with our intention to purchase municipal bond insurance from _____ (fill in if applicable). Such insurance will be obtained at our expense.

This bid is made subject to all the terms and conditions of the Notice Inviting Proposals for Purchase of Bonds heretofore published, all of which terms and conditions are made a part hereof as fully as though set forth in full in this bid.

As specified in the Notice Inviting Proposals for Purchase of Bonds, this bid is subject to acceptance not later than 26 hours after the expiration of the time for the receipt of bids, and the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation approving the validity of the Bonds will be furnished us (if we are the successful bidder) at the time of the delivery of the Bonds at the expense of the District.

There is submitted herewith a memorandum (which shall not constitute a part of this bid) stating the total true interest cost in dollars on the Bonds during the life of the issue under this bid, and the true interest rate determined thereby.

We have received and reviewed the Preliminary Official Statement with respect to the Bonds (the "Preliminary Official Statement") and as a condition to bidding on the Bonds, have determined that we can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

As of the date of award and as of the date of delivery of the Bonds, all members of our syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

We hereby request that _____ (not to exceed 100) printed copies of the Official Statement with respect to the Bonds be furnished to us in accordance with the terms of the Notice Inviting Proposals for the Purchase of Bonds.

Respectfully submitted,

Name: _____
(Account Manager)

By: _____

Address: _____

City: _____ State: _____

Phone: _____

BID CHECK (check one):

____ There is enclosed herewith a cashier's check referencing Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series __ (Build America Bonds – Direct Payment to District)(Federally Taxable), in the amount \$ _____ payable to the order of the Tax Collector-Treasurer of San Mateo County, for the benefit of the District.

____ We have provided a wire referencing Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series __ (Build America Bonds – Direct Payment to District)(Federally Taxable), as provided in the Notice Inviting Proposals for Purchase of Bonds.

MEMORANDUM OF INTEREST COST: Under the above bid, the total true interest cost on the Bonds during the life of the issue is \$ _____ and the true interest rate determined thereby is ____%.

EXHIBIT F

NOTICE OF INTENTION TO SELL

\$ _____ *
BURLINGAME ELEMENTARY SCHOOL DISTRICT
(SAN MATEO COUNTY, CALIFORNIA)
ELECTION OF 2007 GENERAL OBLIGATION BONDS, SERIES B
(BUILD AMERICA BONDS-DIRECT PAYMENT TO DISTRICT)
(FEDERALLY TAXABLE)

NOTICE IS HEREBY GIVEN that the Burlingame Elementary School District (the "District"), in San Mateo County, California, intends to offer for public sale on _____, _____, 2010, at the hour of 10 a.m. at the office of Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104 not to exceed \$ _____ * principal amount of general obligation bonds of the District designated "Burlingame Elementary School District (San Mateo County, California) Election of 2007 General Obligation Bonds, Series __ (Build America Bonds – Direct Payment to District) (Federally Taxable) (the "Bonds"). Within 26 hours, the Superintendent of the District will consider the bids received and, if acceptable bids are received, award the sale of the Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received the following Tuesday at the same time and place specified above and each Tuesday thereafter until such time as bids are awarded or notice to the contrary is given.

NOTICE IS HEREBY FURTHER GIVEN that the Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Bids for the Bonds, dated _____, 2010. An Official Statement and Notice Inviting Bids relating to the Bonds will be furnished upon request mailed to Backstrom McCarley Berry & Co., LLC, 115 Sansome Street, Mezz.A, San Francisco, California 94104, the financial consultant to the District for the Bonds.

Dated: _____, 2010

BURLINGAME ELEMENTARY SCHOOL DISTRICT

By: _____
Diane Talarico
Superintendent

* Preliminary, subject to change.