SAN LEANDRO UNIFIED SCHOOL DISTRICT
$_____
2011-12 Tax and Revenue Anticipation Notes

May __, 2012

Board of Trustees
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

Members of the Board:

This contract sets forth the terms and conditions of the purchase by the County of Alameda (the "County") of 2011-12 Tax and Revenue Anticipation Notes (the "Notes") to be issued by the San Leandro Unified School District (the "District") in conformance with Article 7.6 of the Government Code of the State of California commencing with Section 53850, and a Resolution of Issuance adopted by the District.

It is understood and agreed that the Notes will be in the principal amount of $_____ and will be due in full, plus all interest at the maturity date of August 31, 2012. Payment of interest and principal at maturity will be made at the office of the Treasurer-Tax Collector of the County in immediately available funds. The Notes will be dated as of their date of delivery (May __, 2012).

The Notes will be issued in registered form.

The County hereby agrees to purchase and the District hereby agrees to sell the Notes at the purchase price of $_____ (being equal to the par amount of the Notes of _____). The Notes will bear an interest rate of ____%, calculated on the basis of a 360-day year of twelve 30-day months. On August 31, 2012, the principal amount of $_____ plus all interest due of $_____ will be due in full. The District plans to set-aside State deferred money as received toward the repayment of the Notes.

The District agrees to pay from its own funds any fees to bond counsel and the District's financial advisor.

It is agreed and understood that the County's obligation to purchase the Notes is contingent upon the following conditions as of the Closing Date:

a) That the District is a duly constituted unified school district, and has the authority to issue the Notes.

b) That in the unqualified legal opinion of bond counsel, Jones Hall, A Professional Law Corporation, the Notes have been duly authorized and are issued in full conformity with the State constitution and laws.

c) That there is no litigation filed, pending or threatened which would effect the validity of the Notes.

Successors

This Purchase Contract is made solely for the benefit of the District and the County (including their successors or assigns) and no other person will acquire or have any right hereunder or by virtue hereof. The representations, warranties, and agreements contained herein will remain operative and in full force and effect and will survive delivery of and payment for the Notes hereunder.

Governing Law

This Purchase Contract will be governed by the laws of the State of California.

Effectiveness

This Purchase Contract will become effective upon the execution of the acceptance hereof by the District.

ALAMEDA COUNTY

By: _____
Assistant Treasurer-Tax Collector

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____
Assistant Superintendent Business & Operations