PROGRAM FUND AGREEMENT

This PROGRAM FUND AGREEMENT (this "Agreement"), dated as of May 1, 2014, is among BANC OF AMERICA LEASING & CAPITAL, LLC, and its successors and assigns (the "Assignee"), CALIFORNIA PUBLIC AGENCIES FINANCING CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), SAN LEANDRO UNIFIED SCHOOL DISTRICT, a unified school district duly organized and existing under the laws of the State of California (the "District"), and [BANK OF AMERICA, N.A., a national banking association, duly organized as a trust company existing under the laws of the United States of America] (the "Custodian").

Reference is made to that certain Lease Agreement (Qualified Zone Academy Bond, Tax Credit) dated as of May 1, 2014, between the Corporation and the District (the "Lease"), relating to the financing of an educational program of the District consisting of solar efficiency equipment and further technology upgrades and facilities modernization to be located at the school sites identified in the Lease (the "QZAB Program"). Reference is further made to that certain Assignment Agreement dated as of May 1, 2014, between the Corporation and the Assignee, under which the Corporation has assigned its rights under, among other things, the Site Lease, the Lease, this Program Fund Agreement and the funds established hereunder, to the Assignee, including the right to receive lease payments payable by the District under the Lease. It is a requirement of the Lease that the funds for the acquisition and installation of the QZAB Program be deposited with the Custodian hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Program Costs. Capitalized terms used in this Agreement and not otherwise defined will have the respective meanings given such terms in the Lease.

The parties agree as follows:

1. Creation of QZAB Program Fund; Costs of Issuance Account.

(a) There is hereby created a special trust fund to be known as the "San Leandro Unified School District QZAB Program Fund" (the "QZAB Program Fund"), and within said Fund, the Costs of Issuance Account, which is to be held in trust by the Custodian for the purposes stated herein, for the benefit of the Corporation, the Assignee and the District, to be held, disbursed and returned in accordance with the terms hereof.

On the date hereof, from proceeds of the Lease, the District has caused the amount of $_____, representing the QZAB Lease Component (as such term is defined in the Lease), to be transferred to the Custodian for deposit into the QZAB Program Fund, and $_____, representing the Tax-Exempt Lease Component (as such term is defined in the Lease) to be deposited in the Costs of Issuance Account.

(b) The Custodian will invest and reinvest moneys on deposit in the QZAB Program Fund therein in Qualified Investments (as defined herein) in accordance with written instructions received from the District. The District will be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Custodian for the reinvestment of any maturing investment. Accordingly, none of the Custodian, the Corporation or the Assignee has any responsibility for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the QZAB Program Fund, and the District agrees to and does hereby release the Custodian, the Corporation and the Assignee from any such liability, cost, expenses, loss or claim. Interest on the QZAB Program Fund will become part of the QZAB Program Fund, and gains and losses on the investment of the moneys will be borne by the QZAB Program Fund. For purposes of this Agreement, the term "Qualified Investments" means any investments that meet the requirements of Sections 53601 and 53635 of the California Government Code.

(c) The District covenants that all investments of amounts deposited in the QZAB Program Fund or other fund containing gross proceeds of the Lease will be acquired, disposed of, and valued at the fair market value thereof. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code") will be valued at their present value. Terms used in this subsection (d) have the meanings given them in the applicable provisions of the Tax Code. The Custodian shall be under no duty or liability with respect to monitoring compliance with this Section 1(e).

(d) Unless all amounts in the QZAB Program Fund are used to pay Lease Payments, or the Program Fund is closed in accordance with Section 8.2(e) of the Lease, amounts in the QZAB Program Fund will be disbursed by the Custodian in payment of amounts described in Section 2 upon receipt of written authorization(s) from the District, as more fully described in Section 2. If the amounts in the QZAB Program Fund are insufficient to pay such amounts, the District will provide any balance of the funds needed to complete the acquisition, equipping and installation of the QZAB Program.

(e) The QZAB Program Fund will be closed at the later of (i) _____, 2017, or (ii) if the District has obtained an extension for the expenditure for the QZAB Program of amounts in accordance with Section 54A(d)(2) of the Tax Code, by the close of the extended period. However, the QZAB Program Fund will be closed at any time upon written notice given by the Assignee of the occurrence of a default under or termination of the Lease.

(g) The Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, reasonably believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Custodian is not liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity,

authority, or right of any person executing the same; and its duties hereunder will be limited to the receipt of such moneys, instruments or other documents received by it as the Custodian, and for the disposition of the same in accordance herewith.

(h) Unless the Custodian is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the District agrees to and does hereby release and indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as the Custodian under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Custodian against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(i) The Custodian may consult with counsel of its own choice and will have full and complete authorization and protection with the opinion of such counsel. The Custodian will otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

(j) The District shall reimburse the Custodian for all reasonable costs and expenses, including those of the Custodian's attorneys, agents and employees incurred for extra-ordinary administration of the QZAB Program Fund and the performance of the Custodian's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between the Assignee and District concerning the QZAB Program Fund.

(k) The Custodian or any successor may at any time resign by giving mailed notice to the District and the Assignee of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor shall have been or are approved by District and Assignee. Upon delivery of such notice, the Custodian shall be under no further obligation except to hold the QZAB Program Fund in accordance with the terms of this Agreement, pending receipt of written instructions from Assignee regarding further disposition of the QZAB Program Fund. Except as otherwise specifically provided herein, the Custodian may not delegate, transfer or assign any of the rights, duties, powers or remedies granted to the Custodian hereunder without the prior written consent of District and Assignee.

(l) The Custodian shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition, Equipping and Installation of QZAB Program.

(a) Acquisition Contracts. The District will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition, equipping and installation of the QZAB Program, with moneys available in the QZAB Program Fund in accordance with the Lease. The District represents its expectation that the estimated costs of the QZAB Program will be provided for with funds deposited in the QZAB Program Fund, together with other funds available to the District, and the Corporation makes no warranty or representation with respect thereto. The Corporation has no liability under any of the acquisition contracts. The District will obtain, or cause to be obtained, all necessary permits and approvals, if any, for the acquisition, equipping and installation of the QZAB Program, and the operation and maintenance thereof.

(b) Authorized QZAB Program Fund Disbursements. Disbursements from the QZAB Program Fund will be made for the purpose of paying (including the reimbursement to the District for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and equipping the QZAB Program. To the extent necessary for federal tax purposes, as determined by the District, disbursements from the QZAB Program Fund will be applied on a pro rata basis to the District's allocation of State QZAB volume cap (as requested in the District's applications to the California Department of Education).

(c) Requisition Procedure. Prior to disbursement from the QZAB Program Fund there will be filed with the Custodian a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1. Each such requisition will be signed by the Superintendent or the Assistant Superintendent, Business Services, or other authorized representative of the District (each, an "Authorized Representative").

3. Payment of Costs of Issuance. The Custodian shall keep the Costs of Issuance Account separate and apart from all other funds and moneys held by it, and shall administer such account as provided herein. There shall be deposited in the Costs of Issuance Account from the proceeds of the sale of the Lease Payments the amount required to be deposited therein pursuant to Section 1 hereof. It is anticipated that all Costs of Issuance will be paid from the Tax-Exempt Lease Component of the Lease. In any event, no more than 2% of the proceeds of the QZAB Lease Component ($_____) shall be used to pay Costs of Issuance. Any Costs of Issuance in excess of the Tax-Exempt Lease Component or 2% of the proceeds of the QZAB Lease Component will be paid by the District.

Amounts in the Costs of Issuance Account shall be disbursed by the Custodian to pay Costs of Issuance as defined in the Lease only upon a receipt of an executed Disbursement Request substantially in the form attached hereto as Schedule 2.

Upon payment of all Costs of Issuance, which shall be determined by a Certificate of the Authorized Representative to the effect, and in any event not later than three (3) months after _____, 2014, the Custodian shall close the Costs of Issuance

Account and transfer any funds remaining therein to the QZAB Program Fund as directed by the District.

4. Deposit to QZAB Program Fund. Upon satisfaction of the conditions specified in Section 3.1 of the Lease, the Corporation will cause the Lease proceeds to be deposited in the QZAB Program Fund. The District agrees to pay any costs with respect to the QZAB Program in excess of amounts available therefor in the QZAB Program Fund.

5. Excess QZAB Program Funds. Subject to Section 8.2(e) of the Lease and pursuant to Section 9.3(b) of the Lease, following the closing of the QZAB Program Fund as otherwise provided herein, the Custodian will transfer any remainder from the QZAB Program Fund to the District to be used to pay the next principal component of the Lease Payment coming due.

6. Security Interest. The Custodian and the District acknowledge and agree that the QZAB Program Fund and all proceeds thereof are being held by the Custodian for disbursement or return as set forth herein. The District hereby grants to the Assignee a first priority perfected security interest in the QZAB Program Fund, and all proceeds thereof, and all investments made with any amounts in the QZAB Program Fund. If the QZAB Program Fund or any part thereof is converted to investments as set forth in this Agreement, such investments will be made in the name of the Custodian and the Custodian hereby agrees to hold such investments as bailee for the Assignee so that the Assignee is deemed to have possession of such investments for the purpose of perfecting its security interest.

7. Control of QZAB Program Fund. In order to perfect the Assignee's security interests by means of control in (i) the QZAB Program Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the QZAB Program Fund, (iii) all of the District's rights in respect of the QZAB Program Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), the Corporation, the District and the Custodian further agree as follows:

(a) All terms used in this Section 7 which are defined in the Commercial Code of the State of California ("Commercial Code") but are not otherwise defined herein will have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) The Custodian will comply with all entitlement orders received in writing and originated by the Assignee with respect to the Collateral, or any portion of the Collateral, without further consent by the District.

(c) The Custodian hereby represents and warrants (a) that the records of the Custodian show that the District is the sole owner of the Collateral, (b) that the Custodian has not been served with any notice of levy or received any notice of any

security interest in or other claim to the Collateral, or any portion of the Collateral, other than the Assignee's claim under this Agreement, and (c) that the Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that the Custodian is obligated to accept from the Corporation under this Agreement and entitlement orders that the Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from the District.

(d) Without the prior written consent of the Assignee, the Custodian will not enter into any agreement by which the Custodian agrees to comply with any entitlement order of any person other than the Assignee or, subject to the provisions of paragraph (e) below, the District, with respect to the Assignee's interest in the Collateral. The Custodian will promptly notify the Assignee if any person requests the Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, the Custodian may allow the District to effect sales, trades, transfers and exchanges of Collateral within the QZAB Program Fund, but will not, without the prior written consent of the Assignee, allow the District to withdraw any Collateral relating to the Assignee's interest from the QZAB Program Fund. The Custodian acknowledges that the Assignee reserves the right, by delivery of written notice to the Custodian, to prohibit the District from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral relating to the Assignee's interest held in the QZAB Program Fund. Further, the Custodian hereby agrees to comply with any and all written instructions delivered by the Assignee to the Custodian (once it has had a reasonable opportunity to comply therewith) relating to the Assignee's interest and has no obligation to, and will not, investigate the reason for any action taken by the Assignee, the amount of any obligations of the District to the Assignee, the validity of any of the Assignee's claims against or agreements with the District, the existence of any defaults under such agreements, or any other matter.

(f) The District hereby irrevocably authorizes the Custodian to comply with all instructions and entitlement orders delivered by the Assignee to the Custodian in relation to the Assignee's interest.

(g) The Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and the Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) The Custodian and the District hereby agree that any property held in the QZAB Program Fund will be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which the Custodian may be a party.

(i) The Custodian is hereby authorized and instructed, and hereby agrees, to send to the Assignee at its address set forth in Section 9 below, concurrently with the sending thereof to the District, duplicate copies of any and all monthly QZAB Program Fund statements or reports issued or sent to the District with respect to the QZAB Program Fund.

8. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Custodian such information as it may request, from time to time, in order for the Custodian to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. This Agreement may not be amended except in writing signed by the District, the Corporation and the Custodian, with the prior written consent of the Assignee. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument. Notices hereunder will be made in writing and will be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the District:	San Leandro Unified School District 14735 Juniper Street San Leandro, California 94579-1222 Attention: Associate Superintendent, Business and Operations
If to the Assignee:	Banc of America Leasing & Capital, LLC 11333 McCormick Road Hunt Valley II M/C MD5-032-07-05 Hunt Valley, Maryland 21031 Attention: Contract Administration Fax: (443) 556-6977

If to the Custodian:

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Program Fund Agreement as of the date first above written.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By _____

Superintendent

[BANK OF AMERICA, N.A.], as Custodian

By _____

Vice President

By _____

Assistant Vice President

CALIFORNIA PUBLIC AGENCIES FINANCING CORPORATION,
as Assignor

By _____

BANC OF AMERICA LEASING AND CAPITAL, LLC, as Assignee

By _____

Vice President

SCHEDULE 1

FORM OF DISBURSEMENT REQUEST
(QZAB Program Fund Disbursement)

Re: Lease Agreement (Qualified Zone Academy Bond, Tax Credit) dated as of May 1, 2014, between California Public Agencies Financing Corporation and San Leandro Unified School District (the "Lease")

In accordance with the terms of the Program Fund Agreement dated as of May 1, 2014 (the "Program Fund Agreement") among the San Leandro Unified School District (the "District") and Deutsche Bank Trust Company Americas (the "Custodian"), the undersigned hereby requests the Custodian pay the following persons the following amounts from the QZAB Program Fund created under the Program Fund Agreement (the "QZAB Program Fund") for the following purposes:

Payee's Name and Address	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the District, and the same is a proper charge for costs relating to the QZAB Program for which amounts are eligible to be expended under the Program Fund Agreement. Such obligation either (a) has not been previously paid by the District, or (b) has been previously paid by the District in an amount which is not less than the amount for which the District is requesting to be reimbursed under this request. Attached hereto is the invoice with respect to such obligation or, if the District is requesting reimbursement, documentation evidencing that the District has previously paid such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which the District is, at the date hereof, entitled to retain.

(iv) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(v) No material adverse change in the District's financial condition has occurred since the date of the Lease.

(vi) The representations, warranties and covenants of the District set forth in the Lease are true and correct as of the date hereof.

(vii) The Leased Property Equipment is insured as required by the Lease.

Dated:

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By _____

Title:

SCHEDULE 2

FORM OF DISBURSEMENT REQUEST
(Costs of Issuance Account Disbursement)

Re: Lease Agreement (Qualified Zone Academy Bond, Tax Credit) dated as of May 1, 2014, between California Public Agencies Financing Corporation and San Leandro Unified School District (the "Lease")

In accordance with the terms of the Program Fund Agreement dated as of May 1, 2014 (the "Program Fund Agreement") between San Leandro Unified School District (the "District") and Deutsche Bank Trust Company Americas (the "Custodian"), the undersigned hereby requests the Custodian pay the following persons the following amounts from the Costs of Issuance Account of the QZAB Program Fund created under the Program Fund Agreement (the "Costs of Issuance Account") for the following purposes:

Payee's Name and Address	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the District, and the same is a proper charge against the Costs of Issuance Account for costs of issuance relating to the Lease for which amounts are eligible to be expended under the Program Fund Agreement. Such obligation either (a) has not been previously paid by the District, or (b) has been previously paid by the District in an amount which is not less than the amount for which the District is requesting to be reimbursed under this request. Attached hereto is the invoice with respect to such obligation or, if the District is requesting reimbursement, documentation evidencing that the District has previously paid such obligation.

(ii) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(iii) The representations, warranties and covenants of the District set forth in the Lease are true and correct as of the date hereof.

Dated:

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By _____

Title: