

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
2010-11 TAX AND REVENUE ANTICIPATION NOTES
PAYING AGENT AGREEMENT

This Paying Agent Agreement (the "Agreement") is made this _____ day of _____, 2011, by and between the Sacramento City Unified School District (the "District") and the County of Sacramento (the "County");

_____, 2011, by and between the Sacramento City Unified School District (the "District") and the County of Sacramento (the "County");

WITNESSETH:

WHEREAS, the District, by its Resolution No. _____ (the "Notes Resolution") adopted by the Board of Education of the District on April 7, 2011, has authorized the issuance of the District's 2010-11 Tax and Revenue Anticipation Notes (the "Notes") in the amount of _____

or mutilated, or otherwise in substitute for Note certificates at the times and under the conditions prescribed in the Notes Resolution.

3. The Director of Finance will prepare and deliver checks for the payment of the interest on and the principal of the Notes (or will provide payment by federal funds wire transfer as provided in the Notes Resolution) at the maturity of the Notes as required by the terms of the Notes

defend and save the Director of Finance and her agents and employees harmless against losses, costs, expenses and liabilities, including fees and expenses of her attorneys, not arising from her own negligence or willful misconduct which he may incur in the exercise and performance of her powers

and duties hereunder.

9. This Agreement shall remain in effect until the payment of all of the Notes and all funds are disbursed or until this Agreement is amended or terminated; provided, that this Agreement may be terminated by written notice of either party to the other.