

Tax-Exempt Commercial Paper

\$51,000,000
VENTURA COUNTY PUBLIC FINANCING AUTHORITY
LEASE REVENUE
TAX-EXEMPT COMMERCIAL PAPER NOTES

This Offering Memorandum is dated December __, 2012 and contains certain information regarding the Ventura County Public Financing Authority Lease Revenue Tax-Exempt Commercial Paper Notes. All references to the documents and other materials are qualified in their entirety by reference to the complete provisions of the documents and other materials referenced.

THE COMMERCIAL PAPER NOTES

The Ventura County Public Financing Authority (the “Authority”) has entered into a Trust Agreement, dated as of October 1, 1998 (the “Trust Agreement”), with U.S. Bank National Association, the successor to U.S. Bank Trust National Association, as trustee (the “Trustee”), which provides for the issuance of the Ventura County Public Financing Authority Lease Revenue Tax-Exempt Commercial Paper Notes (the “Commercial Paper Notes”). The Authority is permitted to issue Commercial Paper Notes for the purpose of financing the cost of the acquisition and construction of additions, extensions and improvements to real property, or any other lawful purpose of the County of Ventura, California (the “County”) or the Authority.

Principal of and interest on the Commercial Paper Notes is payable from Base Rental payments to be made by the County pursuant to a Sublease, dated as of October 1, 1998 (the “Sublease”), by and between the Authority, as sublessor, and the County, as sublessee. Principal of and interest on the Commercial Paper Notes is further supported by the Credit Facility (as defined below). See “THE CREDIT FACILITY AND REIMBURSEMENT AGREEMENT.” Barclays Capital Inc. is serving as Dealer for the Commercial Paper Notes.

The Commercial Paper Notes are authorized in a maximum aggregate principal amount outstanding at any one time of up to \$51,000,000. The Commercial Paper Notes are permitted to be issued in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and in book-entry form through the book-entry system of The Depository Trust Company, New York, New York (“DTC”) as described below. The Commercial Paper Notes bear interest at an annual rate not in excess of 10% per annum, and have a purchase price of 100% of the principal amount thereof interest on the Commercial Paper Notes is payable on their respective maturity dates. The Commercial Paper Notes mature not more than 270 days after the date of issuance, and in no event later than the five days prior to the expiration of the Credit Facility on January __, 2015,

unless the Authority shall have arranged for an Alternate Credit Facility or such later date to which the Credit Facility hereinafter referred to shall have been extended.

“Credit Facility” means that certain irrevocable transferable direct-pay letter of credit issued by Wells Fargo Bank, National Association (the “Bank”) pursuant to the Reimbursement Agreement, dated as of January 1, 2012 (the “Reimbursement Agreement”), among the Authority, the County and the Bank and upon the issuance of any Alternate Credit Facility, such Alternate Credit Facility.

“Alternate Credit Facility” means an irrevocable letter of credit, a line or lines of credit, a non-cancellable insurance policy or other credit facility provided by an alternate credit provider to facilitate the payment of Commercial Paper Notes in accordance with the provisions of Section 6.02 of the Trust Agreement, as such alternate credit facility may be amended or supplemented from time to time.

THE COMMERCIAL PAPER NOTES ARE SPECIAL OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM BASE RENTAL PAYMENTS MADE BY THE COUNTY PURSUANT TO THE SUBLEASE AND FROM AMOUNTS HELD BY THE TRUSTEE IN CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE TRUST AGREEMENT. THE OBLIGATION OF THE COUNTY TO PAY BASE RENTAL DOES NOT CONSTITUTE AN OBLIGATION OF THE COUNTY FOR WHICH THE COUNTY IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, ANY FORM OF TAXATION. NEITHER THE COMMERCIAL PAPER NOTES NOR THE OBLIGATION OF THE COUNTY TO PAY BASE RENTAL PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE COUNTY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF THE CONSTITUTION OR LAWS OF THE STATE OF CALIFORNIA. THE AUTHORITY HAS NO TAXING POWER AND NO OBLIGATION TO PAY BASE RENTAL. UNDER CERTAIN CIRCUMSTANCES, BASE RENTAL PAYMENTS MAY BE ABATED UNDER THE SUBLEASE.

AVAILABILITY OF CERTAIN INFORMATION

For information with respect to the County’s operations and financial condition, reference is made to the most recent Official Statement of the County, dated June 4, 2012 (the “Official Statement”). Appendix A to the Official Statement includes the County’s Comprehensive Annual Financial Report (“CAFR”) for the fiscal year ended June 30, 2011.

The County’s CAFR for the fiscal year ended June 30, 2012 is expected to be available in January 2013 and will be made available on the County’s website: <http://portal.countyofventura.org/portal/page/portal/cov>. The information set forth on the County’s website is not incorporated by reference herein.

VENTURA COUNTY PUBLIC FINANCING AUTHORITY

The Authority is a California joint exercise of powers authority, organized pursuant to a Joint Exercise of Powers Agreement, dated July 14, 1998 (the “Authority Formation Agreement”), between the County and the Lake Sherwood Community Services District. The

Authority Formation Agreement was entered into pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500). The Authority is a separate entity constituting a public instrumentality of the State of California and was formed for the public purpose of providing for the financing of public improvements or obligations, working capital requirements, or liability or other insurance programs of the members or any associate member through the acquisition of such improvements or obligations and/or the lending of funds by the Authority to the members or associate members.

The Authority is governed by a board of five directors, consisting of the five members of the Board of Supervisors of the County. The Authority is authorized to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of, or for the purpose of, making loans to the County and/or to refinance outstanding obligations of the County,

COUNTY OF VENTURA

Ventura County was incorporated as a general law county on March 22, 1872, with the City of Ventura (legally San Buenaventura) as the County seat. A five-member Board of Supervisors elected to four-year terms serves as the legislative body. Also elected are the Assessor, the Auditor-Controller, the Clerk-Recorder, the District Attorney, the Sheriff and the Treasurer-Tax Collector. A County Executive Officer appointed by the Board of Supervisors runs the day-to-day business affairs of the County.

Ventura County covers 1,873 square miles. It is bounded on the northwest by Santa Barbara County, on the north by Kern County, on the east and south by Los Angeles County, and on the southwest by 42 miles of Pacific Ocean shoreline.

CREDIT FACILITY AND REIMBURSEMENT AGREEMENT

General

The Credit Facility supporting the Commercial Paper Notes will be issued by the Bank on January __, 2013, pursuant to the Reimbursement Agreement. The following summarizes certain provisions of the Credit Facility and the Reimbursement Agreement, to which documents reference is made for the complete provisions thereof. Investors should obtain and review a copy of the Reimbursement Agreement and the Credit Facility in order to understand all of the terms and provisions of those documents. The provisions of any substitute Credit Facility and related reimbursement agreement may be different from those summarized below. Copies of the Credit Facility and the Reimbursement Agreement may be obtained from the County.

The Credit Facility

The Credit Facility is an irrevocable transferable direct-pay obligation of the Bank. The Credit Facility will be issued in an amount equal to \$51,640,000 (the “*Stated Amount*”). The Issuing and Paying Agent (as defined in the Reimbursement Agreement), upon compliance with the terms of the Credit Facility, is authorized and directed to draw up to (a) an amount sufficient

to pay principal of the Commercial Paper Notes at maturity, together with (b) an amount equal to pay the accrued and unpaid interest on the Commercial Paper Notes when due.

Demands for payment honored by the Bank under the Credit Facility shall not at the time of any Drawing (as defined in the Credit Facility) exceed the Stated Amount, as such amount may have been reduced or reinstated by the Bank in accordance with the terms of the Credit Facility. Subject to the preceding sentence, each Drawing honored by the Bank under the Credit Facility will *pro tanto* reduce, by the amount of such Drawing, the Stated Amount and the amount available to be drawn under the Credit Facility by the Issuing and Paying Agent pursuant to any subsequent Drawing, except to the extent the Stated Amount has been reinstated in accordance with the terms of the Credit Facility (as described in the next paragraph). Upon receipt by the Bank of a certificate from the Issuing and Paying Agent to the effect that the Stated Amount of the Credit Facility shall be permanently reduced, the Stated Amount will be permanently reduced to the amount set forth in such certificate.

After any Drawing, the Stated Amount will be reinstated, but only when and to the extent amounts are received by the Bank for reimbursement of the amount of such Drawing (except in the case of a Drawing resulting from the delivery of a Final Drawing Notice (as defined herein)), and will be subject to any reduction in said Stated Amount as provided above in the last sentence of the preceding paragraph, unless the Issuing and Paying Agent shall have received notice from the Bank in substantially the form attached as an Annex to the Credit Facility that an Event of Default under the Reimbursement Agreement has occurred and is continuing.

The Credit Facility shall expire at 5:00 p.m. New York City time on the date (the “*Termination Date*”) which is the earliest to occur of: (i) January __, 2015, as such date may be extended by the Bank, (ii) the date of payment of a Drawing, not subject to reinstatement, which when added to all other Drawings honored under the Credit Facility which were not subject to reinstatement as provided therein, in the aggregate equals the Stated Amount on the date of issuance of the Credit Facility as adjusted pursuant to the terms and conditions of the Credit Facility, (iii) the date on which the Bank receives a termination certificate from the Issuing and Paying Agent to the effect that the Issuing and Paying Agent has accepted an Alternate Credit Facility (as defined in the Trust Agreement), in compliance with the Trust Agreement and the Reimbursement Agreement (after the Bank honors any properly presented and conforming Drawing, if any, on such date), (iv) the date on which the Bank receives a termination certificate from the Issuing and Paying Agent to the effect that the Authority has informed the Issuing and Paying Agent that it does not intend to issue any additional Commercial Paper Notes and desires to terminate the Credit Facility in accordance with the terms of the Reimbursement Agreement, or (v) the earlier of (a) the 15th calendar day (or if such date is not a Business Day, the immediately succeeding Business Day) after the date on which the Issuing and Paying Agent receives written notice from the Bank that an Event of Default has occurred and is continuing under the Reimbursement Agreement, that (effective upon receipt of the Final Drawing Notice) the Stated Amount will not be reinstated in accordance with the Credit Facility and instructing the Issuing and Paying Agent to cease issuing Commercial Paper Notes and to make a final drawing on the Credit Facility to provide for the payment of the principal of and interest on all Commercial Paper Notes outstanding on their respective maturity dates (the “*Final Drawing*”).

Notice”), and (b) the date on which the Drawing resulting from the delivery of the Final Drawing Notice is honored thereunder.

Events of Default

Pursuant to the Reimbursement Agreement, the occurrence of any of the following events, among others, shall constitute an Event of Default thereunder. Reference is made to the Reimbursement Agreement for a complete listing of all Events of Default:

(a) The County and/or the Authority fails to pay, or cause to be paid, when due (i) any principal of or interest on any Drawing (as defined in the Reimbursement Agreement) or any Advance (as defined in the Reimbursement Agreement), (ii) any Letter of Credit Fee (as defined in the Reimbursement Agreement) within three (3) calendar days of the date such Letter of Credit Fee is due or (iii) any other Obligation (as defined in the Reimbursement Agreement) (other than the Obligations described in clause (i) or (ii) of this paragraph (a)) within five (5) calendar days of the date such Obligation is due; or

(b) Any representation, warranty or statement made by or on behalf of the County or the Authority therein or in any Program Document (as defined in the Reimbursement Agreement) or in any certificate delivered pursuant thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or the documents, certificates or statements of the County (including unaudited financial reports, budgets, projections and cash flows of the County) furnished to the Bank by or on behalf of the County or the Authority in connection with the transactions contemplated thereby, when taken as a whole, are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made; or

(c) (i) Either the County or the Authority fail to perform or observe certain terms, covenants or agreements contained in the Reimbursement Agreement; or (ii) either the County or the Authority fails to perform or observe any other term, covenant or agreement contained in the Reimbursement Agreement (other than those referred to in paragraph (a) and paragraph (c)(i) under this heading “EVENTS OF DEFAULT”) and any such failure cannot be cured or, if curable, remains uncured for thirty (30) days after the earlier of (A) written notice thereof to the County and/or the Authority or (B) an Authorized Representative (as defined in the Reimbursement Agreement) having actual knowledge thereof; or

(d) The County shall default in any payment of any Debt (as defined in the Reimbursement Agreement) (other than the Commercial Paper Notes, the Drawings or the Advances) payable from the General Fund (as defined in the Reimbursement Agreement) of the County, beyond the period of grace, if any, provided in the instrument or agreement under which such Debt was created; or

(e) (i) A court or other Governmental Authority (as defined in the Reimbursement Agreement) with jurisdiction to rule on the validity of the Reimbursement Agreement or any other Program Document shall find, announce or rule that any material provision of the Reimbursement Agreement and any other Program Document is not a valid and binding agreement of the County or the Authority, as applicable; or (ii) the County or the Authority shall contest the validity or enforceability of the Reimbursement Agreement or any other Program Document or any material provision of the Reimbursement Agreement or any other Program Documents, or shall seek an adjudication that the Reimbursement Agreement or any other Program Document is not valid and binding on the County or the Authority or the County or the Authority shall repudiate its obligations under the Reimbursement Agreement or any other Program Document; or (iii) the validity, effectiveness or enforceability of the Reimbursement Agreement or any other Program Document shall at any time for any reason cease to be valid, effective or binding as a result of a finding or ruling by a court or Governmental Authority with competent jurisdiction, or shall be declared, in a final non-appealable judgment by any court of competent jurisdiction, to be null and void, invalid or unenforceable; or

(f) A final judgment or order for the payment of money in excess of \$20,000,000 shall have been rendered against the County or the Authority and such judgment or order shall not have been satisfied, stayed, vacated, discharged or bonded pending appeal within a period of sixty (60) days from the date on which it was first so rendered; or

(g) (i) A debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any Debt (including, without limitation, amounts due under any Bank Agreement (as defined in the Reimbursement Agreement)) payable from the General Fund of the County; (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the County or the Authority seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, termination, composition or other relief with respect to it or its debts (or the existence of the County or the Authority is dissolved or terminated by any other means); (iii) the County or the Authority seeks appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of the County's or the Authority's property, or the County or the Authority shall make a general assignment for the benefit of its creditors; (iv) there shall be commenced against the County or the Authority any case, proceeding or other action of a nature referred to in clause (ii) of this paragraph (g) and the same shall remain undismissed for a period of sixty (60) days; (v) there shall be commenced against the County or the Authority any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal, within sixty (60) days from the entry thereof; (vi) a financial control board, or its equivalent, shall be imposed upon the County or the Authority by a

Governmental Authority; (vii) the County or the Authority takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv), (v) or (vi) of this paragraph (h); or (viii) the County or the Authority shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(h) Any of Fitch, Moody's or S&P shall have downgraded its rating of any lease revenue Debt of the County payable from the General Fund of the County below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent), respectively, or suspended or withdrawn its rating of the same for any credit-related reason; or

(i) Any "event of default" shall have occurred and be continuing under any Program Document beyond the expiration of any applicable grace period; or

(j) Any funds or accounts or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established pursuant to the Trust Agreement or the other Program Documents, that have been pledged to or a lien granted thereon to secure the Commercial Paper Notes, the Bank Note (as defined in the Reimbursement Agreement) or the Obligations, shall become subject to any writ, judgment, warrant or attachment, execution or similar process which shall not have been vacated, discharged, or stayed or bonded pending appeal within fifteen (15) days from the entry thereof.

Remedies

Following the occurrence of any of the above described Events of Default, all Obligations (as defined in the Reimbursement Agreement) shall bear interest as set forth in the Reimbursement Agreement and the Bank may exercise any one or more of the following rights and remedies, among others. Reference is made to the Reimbursement Agreement for a complete listing of all consequences of Events of Default:

(a) by notice to the County and/or the Authority, declare all Obligations to be, and such amounts shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the County and the Authority; *provided* that upon the occurrence of an Event of Default described in paragraph (g) under the heading "Events of Default" above such acceleration shall automatically occur (unless such automatic acceleration is waived by the Bank in writing);

(b) by notice of the occurrence of any Event of Default to the Trustee (which notice shall constitute a "*Stop Issuance Instruction*" for purposes of the Issuing and Paying Agent Agreement (as defined in the Reimbursement Agreement)) prohibit, until such time, if any, as the Bank shall withdraw (in writing) such notice, the issuance of additional Commercial Paper Notes, reduce the Stated Amount (as defined in the Reimbursement Agreement) of the Letter of Credit to the amount of the then outstanding Commercial Paper Notes supported by the Letter of Credit and interest payable thereon at

maturity of such Commercial Paper Notes and/or terminate and/or permanently reduce such Stated Amount as the then outstanding Commercial Paper Notes are paid;

(c) issue the Final Drawing Notice (the effect of which shall be to cause the Termination Date of the Letter of Credit to occur on the 15th day after the date of receipt thereof by the Trustee);

(d) pursue any rights and remedies it may have under the Program Documents; or

(e) pursue any other action available at law or in equity.

In addition to the foregoing, the Authority has agreed in Section 6.02 of the Trust Agreement to maintain a Credit Facility while the Commercial Paper Notes remain outstanding provided that the Authority may replace the Credit Facility upon 30 days prior written notice to the Dealer, the Trustee and the Issuing and Paying Agent so long as the replacement of the Credit Facility does not result in a downgrade or withdrawal of the then current ratings on the Commercial Paper Notes, evidenced by a written notification from a Rating Agency, and provided that the Authority provides 15 days' notice to Noteholders of a substitution of such Credit Facility.

THE BANK

The information under this heading has been provided solely by the Bank and is believed to be reliable. This information has not been verified independently by the Authority, the County or the Dealer. The Authority, the County and the Dealer make no representation whatsoever as to the accuracy, adequacy or completeness of such information.

The Bank is a national banking association organized under the laws of the United States of America with its main office at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, and engages in retail, commercial and corporate banking, real estate lending and trust and investment services. The Bank is an indirect, wholly-owned subsidiary of Wells Fargo & Company ("Wells Fargo"), a diversified financial services company, a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956, as amended, with its principal executive offices located in San Francisco, California.

The Bank prepares and files Call Reports on a quarterly basis. Each Call Report consists of a balance sheet as of the report date, an income statement for the year-to-date period to which the report relates and supporting schedules. The Call Reports are prepared in accordance with regulatory instructions issued by the Federal Financial Institutions Examination Council. While the Call Reports are supervisory and regulatory documents, not primarily accounting documents, and do not provide a complete range of financial disclosure about the Bank, the reports nevertheless provide important information concerning the Bank's financial condition and results of operations. The Bank's Call Reports are on file with, and are publicly available upon written request to the FDIC, 550 17th Street, N.W., Washington, D.C. 20429, Attention: Division of Insurance and Research. The FDIC also maintains an internet website that contains the Call Reports. The address of the FDIC's website is <http://www.fdic.gov>. The Bank's Call Reports are

also available upon written request to the Wells Fargo Corporate Secretary's Office, Wells Fargo Center, MAC N9305-173, 90 South 7th Street, Minneapolis, MN 55479.

The Credit Facility will be solely an obligation of the Bank and will not be an obligation of, or otherwise guaranteed by, Wells Fargo & Company, and no assets of Wells Fargo & Company or any affiliate of the Bank or Wells Fargo & Company will be pledged to the payment thereof. Payment of the Credit Facility will not be insured by the FDIC.

The information contained in this section, including financial information, relates to and has been obtained from the Bank, and is furnished solely to provide limited introductory information regarding the Bank and does not purport to be comprehensive. Any financial information provided in this section is qualified in its entirety by the detailed information appearing in the Call Reports referenced above. The delivery hereof shall not create any implication that there has been no change in the affairs of the Bank since the date hereof.

TAX-EXEMPTION

In connection with the original issuance of the Commercial Paper Notes, O'Melveny & Myers, LLP rendered an opinion that under statutes, regulations, rulings and court decisions existing on October 19, 1998 and upon compliance with certain representations and covenants of the County and the Authority contained in the Trust Agreement and the Authority's and County's Tax and Nonarbitrage Certificate relating to the issuance of the Commercial Paper Notes that the interest on the Commercial Paper Notes is excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") and are not private activity bonds as defined in Section 141(a) of the Code and, therefore, the interest on the Commercial Paper Notes is not an item of tax preference for purposes of the Code's alternative minimum tax provisions, except to the extent provided in the following sentence. Interest on the Commercial Paper Notes received by a corporation will be included in adjusted current earnings for purposes of computing its federal alternative minimum tax liability. In addition, O'Melveny & Myers, LLP provided an opinion that interest on such Commercial Paper Notes is exempt from personal income taxes of the State of California under present state law. Note Counsel's engagement with respect to the Notes ended on October 22, 1998. A copy of the original opinion of O'Melveny & Myers, LLP is attached hereto in Appendix A.

OPINION OF FULBRIGHT & JAWORSKI L.L.P.

On the date of delivery of the Credit Facility, Fulbright & Jaworski L.L.P., as Note Counsel to the Authority in connection with the Commercial Paper Notes ("Note Counsel"), will render an opinion to the effect that the execution and delivery of the Credit Facility and the Reimbursement Agreement will not themselves adversely affect any existing exclusion pursuant to section 103(a) of the Code of interest on the Commercial Paper Notes from the gross income of the owners thereof for federal income tax purposes. The form of such opinion is attached hereto in Appendix A.

Except as stated in the preceding paragraph, Note Counsel has expressed and will express no opinion as to any federal, state or local tax consequence of the purchase, ownership or

disposition of the Commercial Paper Notes, including, without limitation, any opinion relating to the status of the Commercial Paper Notes as obligations described in section 103(a) of the Code.

In rendering its opinion in connection with the Commercial Paper Notes, Note Counsel will rely upon (i) information furnished by the Authority and the County, and particularly written representations of officers of the Authority and the County with respect to certain material facts that are solely within their knowledge, relating to the Commercial Paper Notes, and (ii) covenants of the Authority and the County with respect to arbitrage, the use of proceeds and certain other matters. If such information or representations are incorrect or inaccurate or there is a failure of the Authority or the County to comply with these covenants, the execution and delivery of the Credit Facility and the Reimbursement Agreement might adversely affect any existing exclusion pursuant to section 103(a) of the Code of interest on the Commercial Paper Notes, with the effect that interest on the Commercial Paper Notes otherwise excludable from gross income could be determined to be includable in gross income, and such determination could have retroactive effect to interest paid from and after the date of issuance of the Commercial Paper Notes.

Note Counsel's opinion as to the effect of the execution and delivery of the Credit Facility and the Reimbursement Agreement is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Authority described above. No ruling has been sought from the Internal Revenue Service (the "*Service*") with respect to the matters addressed in the opinion of Note Counsel, and Note Counsel's opinion is not binding on the Service. The Service has an ongoing program of examining the tax-exempt status of the interest on municipal obligations. If an examination of the Commercial Paper Notes is commenced, under current procedures the Service is likely to treat the Authority as the "taxpayer," and the beneficial owners would have no right to participate in the examination process. In responding to or defending an examination of the tax-exempt status of the interest on the Commercial Paper Notes, the Authority may have different or conflicting interests from the owners of the Commercial Paper Notes. Further, the disclosure of the initiation of an examination may adversely affect the market price of the Commercial Paper Notes, regardless of the final disposition of the audit.

Note Counsel has not undertaken to advise in the future whether any event after the date of the execution and delivery of the Credit Facility and the Reimbursement Agreement may affect the tax status of interest on the Commercial Paper Notes or the tax consequences of the ownership of the Commercial Paper Notes. Furthermore, Note Counsel will express no opinion as to any federal, state or local tax law consequences with respect to the Commercial Paper Notes, or the interest thereon, if any action is taken with respect to the Commercial Paper Notes or the proceeds thereof predicated or permitted upon the advice or approval of counsel if such advice or approval is given by counsel other than Note Counsel.

RECEIVER'S POWER TO REPUDIATE CREDIT FACILITY

If a financial institution, such as the Bank, is placed into receivership, the receiver generally will have broad powers with respect to the disposition of the assets and liabilities of such financial institution. A receiver may, depending on the circumstances and the scope of its

legal authority, repudiate letters of credit issued by the failed financial institution while discharging its powers as receiver. No assurance can be given that if the Bank were to enter receivership that the Credit Facility would not be subject to repudiation by the Bank's receiver.

ADDITIONAL INFORMATION

If you require additional information or have any questions, please call or write to:

County of Ventura
Attention: Chief Financial Officer
Telephone: (805) 662-6792

APPENDIX A

Note Counsel Approving Opinion and No Adverse Opinion

January __, 2013

Ventura County Public Financing Authority
c/o County Executive Office
County Government Center
800 South Victoria Avenue
Ventura, California 93009-1590

County of Ventura
c/o County Executive Office
County Government Center
800 South Victoria Avenue
Ventura, California 93009-1590

Re: County of Ventura, California Ventura County Public Financing Authority Lease
Revenue Tax-Exempt Commercial Paper Notes

Ladies and Gentlemen:

We have served as Note Counsel to the Ventura County Public Financing Authority (the “Authority”), in connection with the County of Ventura, California Ventura County Public Financing Authority Lease Revenue Tax-Exempt Commercial Paper Notes (the “Commercial Paper Notes”). The Commercial Paper Notes are issued from time to time pursuant to that certain Trust Agreement, dated as of October 1, 1998 (the “Trust Agreement”), by and between the Authority and U.S. Bank National Association, the successor to U.S. Bank Trust National Association, as trustee. The Authority is permitted to issue Commercial Paper Notes for the purpose of financing the cost of the acquisition and construction of additions, extensions and improvements to real property, or any other lawful purpose of the County of Ventura, California (the “County”) or the Authority. In connection with the Commercial Paper Notes, Wells Fargo Bank, National Association (the “Bank”) is delivering that certain Irrevocable Transferable Direct-Pay Letter of Credit, dated the date hereof (the “Credit Facility”), pursuant to that certain Reimbursement Agreement, dated as of January 1, 2013 (the “Agreement”), among the Authority, the County and the Bank. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Trust Agreement.

In connection with the foregoing, we have reviewed the Trust Agreement, the Reimbursement Agreement and such proceedings of the Authority and the County and other records, agreements, certificates and other documents as we deemed necessary to render the opinions set forth herein. We have assumed the genuineness of all documents and signatures presented to us. We have not undertaken to verify independently, but have assumed, the accuracy of the factual matters represented, warranted or certified in the documents. Furthermore, we have assumed compliance with all covenants and agreements contained in the Trust Agreement, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Commercial Paper Notes to be included in gross income of the owners thereof for federal income tax purposes.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the opinion that under existing law the delivery of the Credit Facility and the execution and delivery of the Reimbursement Agreement are not prohibited by the laws of the State of California or the Trust Agreement and will not adversely affect any existing exclusion pursuant to section 103(a) of the Internal Revenue Code of 1986 (the "Code") of interest on the Commercial Paper Notes from the gross income of the owners thereof for federal income tax purposes. We are further of the opinion that the delivery of the Credit Facility and the execution and delivery of the Reimbursement Agreement will not in and of themselves cause the Commercial Paper Notes to become "specified private activity bonds" within the meaning of section 57(a)(5) of the Code and, therefore, the delivery of the Credit Facility and the execution and delivery of the Reimbursement Agreement will not cause the interest on the Commercial Paper Notes to be treated as a preference item for purposes of computing the federal alternative minimum tax imposed by section 55 of the Code. Except as stated in this paragraph, we express no opinion as to any other federal or state tax consequences of the ownership or disposition of the Commercial Paper Notes.

We have not been engaged, nor have we undertaken, to advise any party or to opine as to any matter not specifically covered hereinabove, including, but not limited to, any existing exclusion of interest on the Commercial Paper Notes from the gross income of the owners thereof for federal income tax purposes, any existing exception of the Commercial Paper Notes from being "specified private activity bonds" within the meaning of section 57(a)(5) of the Code, or any matter relating to compliance with any securities laws.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

Ventura County Public Financing Authority
County of Ventura
January __, 2013
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We are furnishing this letter to the addressee hereof with respect to the delivery of the Credit Facility and the execution and delivery of the Reimbursement Agreement at the request of the Authority, and this letter may not be relied upon for any purpose other than in connection with the delivery of the Credit Facility and the execution and delivery of the Reimbursement Agreement. No attorney-client relationship by virtue of this opinion exists between our firm and the addressee hereto.

Respectfully submitted,

APPENDIX B

Book-Entry System

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Commercial Paper Notes. The Commercial Paper Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Commercial Paper Note will be issued for each maturity of the Commercial Paper Notes, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to DTC’s participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such website is not incorporated herein by reference.

Purchases of the Commercial Paper Notes under the DTC book-entry system must be made by or through Direct Participants, which will receive a credit for the Commercial Paper Notes on DTC’s records. The ownership interest of each actual purchaser of each Commercial Paper Note (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Commercial Paper Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Commercial

Paper Notes, except in the event that use of the book-entry system for the Commercial Paper Notes is discontinued.

To facilitate subsequent transfers, all Commercial Paper Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Commercial Paper Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Commercial Paper Notes. DTC's records reflect only the identity of the Direct Participants to whose accounts such Commercial Paper Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Commercial Paper Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Commercial Paper Notes, such as redemptions (if applicable), defaults and proposed amendments to the Indenture. For example, Beneficial Owners of Commercial Paper Notes may wish to ascertain that the nominee holding the Commercial Paper Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee, as bond registrar, and request that copies of notices be provided directly to them.

Redemption notices (if applicable) shall be sent to DTC. If less than all of the Commercial Paper Notes of a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to Commercial Paper Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Commercial Paper Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price (if applicable) and interest payments on the Commercial Paper Notes will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on each payment date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price (if applicable) and interest to Cede & Co. (or such other nominee as may be requested by an

authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Commercial Paper Notes at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, definitive Commercial Paper Notes are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, definitive Commercial Paper Notes will be printed and delivered.

The foregoing description concerning DTC and DTC's book-entry system is based solely on information furnished by DTC. No representation is made herein by the Authority as to the accuracy or completeness of such information, and the Authority takes no responsibility for the accuracy or completeness thereof.

If the book-entry system is discontinued as described above, the requirements of the Trust Agreement will continue to apply. The foregoing information concerning DTC and DTC's book-entry system has been provided by DTC, and none of the Authority, the Dealer, the Paying Agent, nor the Bank takes any responsibility for the accuracy thereof.

None of the Authority, the Dealer nor the Paying Agent can and do not give any assurances that DTC, the Participants or others will distribute payments of principal, interest or premium, if any, evidenced by the Commercial Paper Notes paid to DTC or its nominee as the registered owner, or will distribute any redemption notices or other notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Offering Memorandum. None of the Authority, the Paying Agent, the Dealer, nor the Bank is responsible or liable for the failure of DTC or any Participant to make any payment or give any notice to a Beneficial Owner with respect to the Commercial Paper Notes or an error or delay relating thereto.