



February 7, 2013

Gay A. Giles
Business Manager
Mountain House Community Services District
230 S. Sterling Dr., Suite 100
Mountain House, CA 95391

Re: Arbitrage Rebate Compliance Services

Dear Ms. Giles:

In an effort to provide comprehensive rebate compliance services, enclosed please find an amended Exhibit A to our rebate services contract dated April 13, 2009 between BLX Group LLC ("BLX"), formerly known as Bond Logistix LLC, and Mountain House Community Services District. This amendment reflects the addition of the bond issue(s) listed in Exhibit A to be included under the contract. If it meets with your approval, please sign and return the attached Exhibit via fax to my attention, at (213) 612-2499, at your earliest convenience.

If this amendment does not reflect your wishes or understanding of the services to be provided, please call the undersigned at (213) 612-2212. Thank you and we look forward to our next opportunity to be of service.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael Kim".

Michael Kim
Consultant

Enclosure

EXHIBIT A

Description

1. \$24,365,000¹
Mountain House Public Financing Authority
Utility Systems Revenue Bonds, Series 2007
2. \$10,000,000
Mountain House Public Financing Authority
Utility Systems Revenue Bonds, Series 2011

Accepted:

MOUNTAIN HOUSE PUBLIC FINANCING AUTHORITY

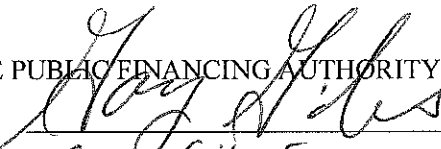
By:

Print Name:

Title:

Date:

E-Mail Address:



Gay Giles

Finance Director

2/7/13

¹ Previously engaged.



405 Howard St., Suite 900
San Francisco, CA 94105

PHONE 415 773 5410
FAX 415 773 5759

www.bondlogistix.com

April 13, 2009

Gay A. Giles
Business Manager
Mountain House Community Services District
230 S. Sterling Dr., Suite 100
Mountain House, CA 95391

Re: Arbitrage Rebate Compliance Services

Dear Ms. Giles:

This letter is to confirm the engagement of Bond Logistix LLC ("BLX") by the Mountain House Community Services District (the "Obligor") for the purpose of performing calculations relating to the arbitrage and rebate requirements contained in the Internal Revenue Code (the "Code") and the legal advice described below. The calculations are to be performed with respect to the bond issue(s) listed on Exhibit A hereto (the "Bonds") applying applicable federal tax rules.

BLX will calculate the amount of arbitrage rebate liability with respect to the Bonds when directed by the Obligor (each such date on which a calculation is performed is referred to herein as a "Calculation Date") applying regulations of the United States Department of the Treasury ("Treasury") in effect on such Calculation Date. In addition, if required or requested by the Obligor, BLX will include in each report delivered to the Obligor an analysis of compliance with applicable arbitrage yield restrictions.

With respect to each Calculation Date, BLX will prepare or cause to be prepared schedules reflecting the relevant calculations and the assumptions involved and will deliver an arbitrage liability report addressed to the Obligor as to the amount of the rebate liability as of such Calculation Date.

At the Obligor's election, which election is made by the Obligor's signature of this engagement letter, each such arbitrage liability report will include a legal opinion provided by the law firm, Orrick, Herrington & Sutcliffe LLP ("Orrick"). Accordingly, the Obligor is retaining BLX for the purpose of obtaining legal advice from Orrick in the form of the legal opinion. BLX will engage Orrick to provide legal oversight and review as it deems necessary to render its opinion that the computations shown in the report were performed in accordance with applicable federal law and regulations. Because BLX is an Orrick subsidiary, you may choose to consult counsel other than Orrick about the terms of this engagement.

The Obligor undertakes to provide or cause to be provided to BLX all such relevant data (the "Data"), as specified by BLX from time to time, and shall cooperate with all reasonable requests of BLX in connection therewith. BLX is authorized hereby to obtain Data held by a Trust Bank (the "Trustee") concerning funds and accounts established with regard to the bond issue(s) of the Obligor listed on Exhibit A hereto. If available, BLX is authorized to obtain access to view and download said Data from any "online" or "internet based" system or application maintained by the Trustee for such purposes. If such systems or applications are not maintained by the Trustee BLX is authorized to request the Data from the Trustee in a format useful to BLX, and otherwise available to the Trustee. The Obligor also agrees to inform BLX of any actual or planned early redemption of the Bonds at its earliest opportunity.

BLX is not being engaged hereunder, and BLX is not hereby obligated, to undertake any of the following: (1) independently determine whether securities allocable to proceeds of the bonds were purchased at fair market value within the meaning of the Treasury Regulations; (2) perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds; (3) perform calculations or other research as to the desirability of elections or selections that may be available under

BOSTON

DALLAS

LOS ANGELES

NEW YORK

PHOENIX

PORTLAND

SAN FRANCISCO

TAMPA




applicable federal tax law; (4) review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program except for rebate liability to the extent set forth in this engagement letter; (5) consider any information obtained by BLX pursuant to this engagement for any purpose other than determining such rebate liability; and (6) update any report delivered hereunder because of events occurring, changes in regulations, or data or information received, subsequent to the date of delivery of such report. Should the Obligor desire BLX to undertake any of the foregoing, such work will be the subject of a separate engagement and a separate fee, if any. In addition, BLX will be entitled to rely entirely on information provided by the Obligor and the Trustee and/or their agents and assigns without independent verification.

The fee with respect to the Bonds will be determined pursuant to Exhibit B hereto. Engagement Fees are due upon each engagement and Report Fees are due upon delivery of each report by BLX. This engagement is terminable by either party by written notice to the other, such termination to be effective immediately; provided that, if BLX terminates this engagement prior to delivering any calculations, the engagement fee (if previously paid) shall be refunded. BLX shall be entitled to assign its rights and obligations under this engagement in whole or in part upon prior written notice to the Obligor; provided that no such notice is required so long as Orrick retains the obligation to deliver legal opinions hereunder. No additional fees will be charged by Orrick for providing the legal services described herein. BLX will separately compensate Orrick for such services.

BLX and/or Orrick may have client relationships with other parties involved in some manner with the Bonds or the Obligor (for example, underwriters, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, investment advisors/providers/brokers, public entities and others) whether with respect to the Bonds or some unrelated matter(s). However, to the extent that a conflict-of-interest is created by this engagement, the Obligor hereby waives any such conflict.

If this engagement letter is satisfactory, please have an authorized official execute one copy and return it to the undersigned.

Very truly yours,
BOND LOGISTIX LLC

Thomas Fox
Managing Director

Accepted:
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT
By: Gay A. Giles
Print Name: Gay A. Giles
Title: Business Manager
Date: 4/15/09
E-mail Address: ggiles@stgov.org



EXHIBIT A

Description

1. \$24,365,000
Mountain House Public Financing Authority
Utility Systems Revenue Bonds, Series 2007



EXHIBIT B

ARBITRAGE REBATE CONSULTING SERVICES FEE SCHEDULE

BASE FEES

Engagement Fee (one time fee, per issue)	\$500
Report Fee (per report)	\$2,250
Disbursement Fee (per report, includes communication, postage, other materials)	\$50

ADDITIONAL FEES

Per report, as appropriate

Variable Rate Bonds	\$500 - 1,000
Transferred Proceeds Analyses	\$500 - 1,000
Commingled Funds Analyses	\$500 - 1,500
Computation Periods in Excess of 12 Months (per additional year or fraction thereof)	\$500