

NOTICE INVITING PROPOSALS FOR PURCHASE OF CERTIFICATES

\$10,960,000*

**PATTERSON JOINT UNIFIED SCHOOL DISTRICT
Certificates of Participation
(2018 School Financing Project)
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be
Made by the
PATTERSON JOINT UNIFIED SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that sealed unconditioned proposals will be received to and including the hour of 9:00 a.m., Pacific Time, on November 14, 2018, at the offices of Dale Scott & Company Inc., 650 California Street, Suite 2050, San Francisco, California 94108 (the “Municipal Advisor”), in the manner described below, for the purchase of all, but not less than all, of \$10,960,000* principal amount of Patterson Joint Unified School District Certificates of Participation (2018 School Financing Project) (the “Certificates”). Proposals must be submitted electronically via i-Deal LLC’s (“i-Deal”) Parity Electronic Bid Submission System (“PARITY”), a division of Thomson Information Services, Inc., in the manner described below, for the purchase of all, but not less than all, of \$10,960,000* principal amount of the Certificates. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the Patterson Joint Unified School District (the “District”) and publicized via the Bond Buyer or the Bond Buyer Wire or Thomson Municipal Market Monitor (www.tm3.com).

I. Issue:

The Certificates will be dated the date of delivery, will be in the denomination of \$5,000 each, or integral multiples thereof, and will represent interest from the date of execution and delivery of the Certificates to the maturity of each of the Certificates at the rate or rates such that the true interest cost (the “TIC”) shall not exceed 6.0% per annum, with interest payable semiannually on February 1 and August 1 of each year during the term of each of the Certificates, commencing February 1, 2019. The Certificates will mature on August 1 in each of the years set forth in the following schedule:

MATURITY DATE (AUGUST 1)	PRINCIPAL AMOUNT*	MATURITY DATE (AUGUST 1)	PRINCIPAL AMOUNT*
2021	\$275,000	2033	\$475,000
2022	290,000	2034	500,000
2023	305,000	2035	520,000
2024	320,000	2036	540,000
2025	335,000	2037	560,000
2026	350,000	2038	590,000
2027	370,000	2039	615,000
2028	385,000	2040	650,000
2029	405,000	2041	680,000
2030	425,000	2042	715,000
2031	445,000	2043	750,000
2032	460,000		

* Preliminary, subject to change.

II. Option to Elect Term Certificates:

The purchaser may elect to combine any number of consecutive maturities of Certificates for which an identical interest rate has been specified to comprise term Certificates by indicating such an election in their bid. The election to create term Certificates in such manner will require the creation of a mandatory sinking fund so that the sinking fund prepayments shall equal the corresponding serial certificate maturity amounts.

III. Adjustment of Principal Amounts:

The estimated principal amount of each maturity of Certificates set forth above reflect certain assumptions of the District and the Municipal Advisor with respect to the likely interest rates of the winning bid. Following the determination of the successful bidder, the Municipal Advisor, on behalf of the District, reserves the right to alter the final maturity date, increase or decrease the principal amount of each maturity of the Certificates, in \$5,000 increments of principal amount, or eliminate maturities in their entirety. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the Municipal Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the Certificates. The percentage compensation to be paid to the successful bidder will not change if the maturity schedule is adjusted.

IV. Interest Rates:

All bids for the purchase of the Certificates must state the rate or rates of interest to be paid for each maturity of Certificates offered and bid price for such Certificates. All Certificates of the same maturity must represent the same rate of interest and no Certificate may represent more than one rate. The maximum interest rate bid for each maturity may not exceed 8.0% and the TIC may not exceed six percent (6.0%). Bidders may specify any number of different rates to be borne on the Certificates; provided that, all interest rates must be in multiples of 1/8 or 1/20 of one percent and a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

V. Prepayment:

Extraordinary Prepayment. The Certificates are subject to prepayment prior to their respective maturity dates on any day, in whole or in part, from Net Proceeds (as defined in the Lease) which the Trustee shall deposit in the Prepayment Fund as provided in the Lease at least 45 days prior to the date set for such extraordinary prepayment and credited towards the prepayment made by the District pursuant to the Lease, at a prepayment price equal to the principal amount represented thereby, plus accrued interest with respect thereto to the date fixed for prepayment, without premium.

Optional Prepayment. The Certificates evidencing principal maturing on or before August 1, 2021 are not subject to optional prepayment prior to their stated maturity dates. The Certificates evidencing principal maturing on or after August 1, 2022 are subject to optional prepayment prior to their stated maturities, in whole or in part, on any day on or after August 1, 2021, from any lawfully available source of funds in the event the District exercises its option under the Lease to prepay the principal component of the Lease Payments (in integral multiples of \$5,000), at the principal amount thereof, plus accrued interest to the date fixed for prepayment, without premium.

VI. Notice of Prepayment:

Notice of prepayment of any Certificate will be mailed to the Registered Owner of each Certificate to be redeemed in whole or in part at the address shown on the registration records maintained by Zions Bancorporation, National Association, as the trustee designated for the Certificates (the "Trustee"); such mailing to be not more than 45 nor less than 20 days prior to the date set for prepayment. Neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of Certificates.

VII. Delivery Costs:

The winning bidder will not be required to pay any delivery costs associated with the Certificates, except as described in Sections XVII and XXIV. Such delivery costs, excluding the winning bidder's compensation and certificate insurance premium, will be paid by the District solely from the aggregate proceeds of the Certificates deposited into the Delivery Costs Fund (as such term is defined in the Trust Agreement described herein) held by the Trustee. The District reserves the right to instruct the winning bidder to wire a portion of the purchase price to the Trustee for payment of such delivery costs. The District further reserves the right to instruct the winning bidder to wire a portion of the purchase price to Build America Mutual Assurance Company, for the payment of the certificate insurance policy premium.

By the submission of its bid pursuant to the provisions hereof, each bidder will be deemed to have represented that its underwriting discount shall not exceed 2.5% of the principal amount of the Certificates.

VIII. Reserved.

IX. Registration of Certificates as to Principal and Interest and Place of Payment:

The Certificates, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Certificates. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Certificates purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial owners of the Certificates through DTC's Participants, as described in the Preliminary Official Statement.

X. Security:

The Certificates are being executed and delivered pursuant to a Trust Agreement (the "Trust Agreement"), dated as of December 1, 2018, by and among the District, the Public Property Financing Corporation of California, a California nonprofit public benefit corporation (the "Corporation"), and the Trustee. The District is required under a Lease/Purchase Agreement between the District and the Corporation, dated as of December 1, 2018 (the "Lease") to pay Lease Payments for the use and possession of the Property, for all purposes herein as such is defined in the Trust Agreement and in the Preliminary Official Statement (the "Property"). The District is also required to pay any taxes and assessments, and is responsible for all maintenance and repair of the Property.

Pursuant to an Assignment Agreement, dated as of December 1, 2018 (the “Assignment Agreement”), by and between the Corporation and the Trustee, the Corporation will assign to the Trustee, for the benefit of the Owners, substantially all of its rights under the Lease and a Site Lease, dated as of December 1, 2018 (the “Site Lease”), by and between the District and the Corporation, including its rights to receive and collect Lease Payments and prepayments from the District under the Lease and rights as may be necessary to enforce the payment of such Lease Payments and prepayments. All rights assigned by the Corporation pursuant to the Assignment Agreement will be administered by the Trustee in accordance with the provisions of the Trust Agreement for the equal and proportionate benefit of all Owners.

The Certificates evidence fractional and undivided interests in the right to receive Lease Payments and prepayments thereof to be made by the District to the Corporation under the Lease. The Lease Payments are designed to pay, when due, the principal and interest with respect to the Certificates. The District has covenanted in the Lease that it will take such action as may be necessary to include the Lease Payments and other payments due under the Lease in its annual budgets and to make the necessary annual appropriations therefor. The District’s obligation to make Lease Payments is subject to abatement in the event of the taking of, damage to, or loss of use and possession of, the Property.

The obligation of the District to make Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. Neither the Certificates nor the obligation of the District to make Lease Payments constitutes a debt of the District, the State of California (the “State”) or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

XI. Form of Bid:

All bids must be submitted electronically via PARITY, pursuant to the procedures described herein, and all such bids shall be deemed to constitute a Bid for Purchase of the Certificates and shall be deemed to incorporate by reference all of the terms and conditions of this Notice Inviting Proposals for Purchase of Certificates. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder’s signature on the Bid for Purchase of the Certificates.

XIII. Procedures Regarding Electronic Bidding:

Bids must be submitted electronically via PARITY in accordance with this Notice Inviting Proposals for Purchase of Certificates, until 9:00 a.m., Pacific Time, on November 14, 2018, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals for Purchase of Certificates, the terms of this Notice Inviting Proposals for Purchase of Certificates shall control. For further information about PARITY, potential bidders may contact the District’s Municipal Advisor, Stephen Zhang of Dale Scott & Company Inc. at (415) 956-1030 or szhang@dalescott.com, or PARITY at i-Deal at (212) 849-5021. In the event that a bid for the Certificates is submitted via PARITY, the bidder further agrees that:

1. Once the bids are communicated electronically via PARITY to the District as described herein, each bid will constitute a Bid for Purchase of the Certificates and shall be deemed to be an irrevocable offer to purchase the Certificates on the terms provided in this Notice Inviting

Proposals for Purchase of Certificates. If a bid submitted electronically via PARITY is accepted by the District, the terms of the Bid for Purchase of the Certificates and the Notice Inviting Proposals for Purchase of Certificates and the information that is electronically transmitted through PARITY (including information about the purchase price of the Certificates, the coupon interest rate or rates to be borne by the various maturities of the Certificates, the initial public offering price of each maturity and any other information included in such transmission) shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY's internet site (www.tm3.com) no later than 1:00 P.M. (Pacific Time) on the last business day prior to the date of sale. In such case, a substitute bidding arrangement will be described in an amended Notice Inviting Proposals for Purchase of Certificates.

4. For purposes of submitting all Bids for Purchase of the Certificates, the time as maintained on PARITY shall constitute the official time. No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals for Purchase of Certificates.

5. Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals for Purchase of Certificates. Neither the District nor i-Deal shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor i-Deal shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Certificates. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Certificates.

XIV. Estimate of True Interest Cost:

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

XV. Reserved.

XVI. Qualification for Sale; Blue Sky:

The purchaser will assume responsibility for taking any action necessary to qualify the Certificates for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Certificates, and shall indemnify, defend and hold harmless the District and their respective officers and officials from any loss or damage resulting from any failure

to comply with any such law. Compliance with Blue Sky Laws shall be the sole responsibility of the purchaser, and the purchaser shall pay all fees and disbursements related to the qualification of the Certificates for sale under the securities or Blue Sky laws of various jurisdictions. The District will furnish such information and take such action not inconsistent with law as the purchaser may request and the District shall deem necessary or appropriate to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the purchaser, provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. **The purchaser will not offer to sell, or solicit any offer to buy, the Certificates in any jurisdiction where it is unlawful for such purchaser to make such offer, solicitation or sale, and the purchaser shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions.**

XVII. CUSIP Numbers and Other Fees:

The Municipal Advisor has applied for CUSIP numbers and the CUSIP numbers will be printed on the Certificates. The cost of printing thereof and service bureau assignment will be the District's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Certificates. The successful bidder shall be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the delivery of the Certificates (see, "—California Debt and Investment Advisory Commission" below).

XVIII. Legal Opinion:

The Certificates are sold with the understanding that the purchaser will be furnished with the approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Special Counsel. A copy of the opinion will be attached to the Certificates. Said attorneys have been retained by the District as Special Counsel and in such capacity are to render their opinion only upon the legality of the Certificates under State of California law and on the exemption of the interest income evidenced by such Certificates from federal and State of California income taxes. Fees of Special Counsel will be paid by the District from the delivery costs.

XIX. Tax-Exempt Status:

In the opinion of Special Counsel, under existing laws, interest evidenced by the Certificates is exempt from all present State of California personal income taxes, and assuming compliance with certain covenants made by the District, interest evidenced by the Certificates is excluded from gross income of the Owners of the Certificates for federal income tax purposes. Should changes in the law cause Special Counsel's opinion to change prior to delivery of the Certificates to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Certificates, and in that event its Deposit will be returned.

XX. Establishment of Issue Price:

The winning bidder shall assist the District in establishing the issue price of the Certificates and shall execute and deliver to the District at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the

Certificates, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District and Special Counsel, including, but not limited to, modifications in the event that the Competitive Sale Requirements (defined below) are not satisfied. All actions to be taken by the District under this Notice Inviting Proposals for Purchase of Certificates (this “Notice Inviting Proposals”) to establish the issue price of the Certificates may be taken on behalf of the District by the Municipal Advisor and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(a) The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “Competitive Sale” for purposes of establishing the issue price of the Certificates) will apply to the initial sale of the Certificates (the “Competitive Sale Requirements”) because:

- (1) the District shall disseminate this Notice Inviting Proposals to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the District anticipates awarding the sale of the Certificates to the bidder who submits a firm offer to purchase the Certificates at the lowest TIC, as set forth in this Notice Inviting Proposals.

Any bid submitted pursuant to this Notice Inviting Proposals shall be considered a firm offer for the purchase of the Certificates, as specified in the bid.

(b) In the event that the Competitive Sale Requirements are not satisfied, the District shall so advise the winning bidder. The District shall treat the first price at which 10% of a maturity of the Certificates (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the District if any maturity of the Certificates satisfies the 10% Test as of the date and time of the award of the Certificates. The District will not require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Certificates as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Certificates will be subject to the 10% Test in order to establish the issue price of the Certificates.

(c) If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Certificates, the winning bidder agrees to promptly report to the District the prices at which the unsold Certificates of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% Test has been satisfied as to the Certificates of that maturity or until all Certificates of that maturity have been sold.

(d) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(e) Sales of any Certificates to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice Inviting Proposals. Further, for purposes of this Notice Inviting Proposals:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),
- (3) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Certificates are awarded by the District to the winning bidder.

XXI. Award:

If the Certificates are awarded on the date of sale, the Certificates will be awarded to the responsible bidder submitting the best responsive bid, considering the coupon interest rate or rates and the purchase price specified in the bid. The best bid will be the bid that conforms with the provisions of this Notice Inviting Proposals for Purchase of Certificates and represents the lowest TIC to the District for the Certificates, taking into consideration the interest rate specified, and premium thereon, if any. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Certificates back to the date of delivery of such Certificates, results in an amount equal to the purchase price bid for said Certificates. In the event that two or more bidders offer bids for the Certificates at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Certificates. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Municipal Advisor on behalf of the District, as described herein under "Adjustment of Principal Amounts," even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

XXII. Prompt Award:

The Superintendent of the District or the Assistant Superintendent, Administrative Services of the District, or their designee, will take action awarding the Certificates or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of bid proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

XXIII. Delivery:

Delivery of the Certificates will be made to the purchaser through DTC upon payment of the purchase price in federal funds payable to or for the account of the District at Zions Bancorporation, National Association, 550 S. Hope Street, Suite 2875, Los Angeles, CA 90071, Wire Transfer to:

Zions Bancorporation, NA dba Zions Bank
Salt Lake City, Utah
ABA #124000054
Acct Name: California Corporate Trust
Account #080000318
Ref: Patterson Joint Unified SD 2018 COPs Proceeds
Attn: Kheang Tan (phone: (213) 593-3154

The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser's request and expense, at any other place mutually agreeable to both the District and the purchaser, on or around December 5, 2018.

XXIV. California Debt Advisory and Investment Commission:

The successful bidder will be required, pursuant to State of California law, to pay any fees to the California Debt and Investment Advisory Commission (“CDIAC”). CDIAC will invoice the successful bidder after the closing of the Certificates.

XXV. No Litigation and Non-Arbitrage:

The District will deliver a certificate stating that no litigation is pending affecting the execution and delivery of the Certificates. The District will also deliver an arbitration certificate covering its reasonable expectations concerning the Certificates and the use of proceeds thereof.

XXVI. Official Statement:

The District will make available a Preliminary Official Statement relating to the Certificates, a copy of which, along with related documents, will be furnished upon request made by mail to Dale Scott & Company Inc., 650 California Street, Suite 2050, San Francisco, California 94108, Attn: Stephen Zhang, szhang@dalescott.com, the District’s Municipal Advisor, or telephoned to said Municipal Advisor at (415) 956-1030. Such Preliminary Official Statement, together with any supplements thereto, shall be in a form “deemed final” by the District for the purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final version thereof (the “Official Statement”).

Each bidder must read the entire Preliminary Official Statement prior to bidding on the Certificates, to obtain information essential to the making of an informed decision to bid. This Notice Inviting Proposals for Purchase of Certificates contains certain information for general reference only, and is not a complete summary of the issue. The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Copies of the Official Statement will be made available to the purchaser without charge, up to an amount of 10 copies, within seven business days of the date of sale and additional copies will be made available upon request at the purchaser’s expense.

The District will deliver, at the closing, a certificate executed by an authorized officer of the District, acting in their official capacity, to the effect that the Official Statement does not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The District undertakes that for a certain period of up to twenty-five (25) days following the end of the “underwriting period” as defined in Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934 (the “Rule”), it will (i) apprise the winning bidder if any event shall occur, or information comes to the attention of the District that, in the reasonable judgment of the District, is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) if requested by the winning bidder, prepare a supplement to the final

Official Statement with respect to such event or information. The District will presume, unless notified otherwise in writing by the winning bidder, that the end of the underwriting period will occur on the date of the delivery of the Certificates. By making a bid on the Certificates, the winning bidder agrees (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the District, and to file a copy of the final Official Statement, including any supplements prepared by the District, with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) system (as provided by the Rule) within one business day after receipt thereof from the District or its designee, but in any event, no later than the date of closing and (ii) to take any and all other actions necessary to comply with the applicable rules of the Securities and Exchange Commission and the MSRB governing the offering, sale and delivery of the Certificates to the ultimate purchasers.

XXVII. Continuing Disclosure:

In order to assist bidders in complying with the Rule, the District will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of certain events listed therein. A description of this undertaking and a form of the Continuing Disclosure Certificate is included in the Preliminary Official Statement.

XXVIII. Ratings:

S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC business (“S&P”) has assigned to the Certificates the ratings shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Municipal Advisor. Such ratings reflect only the views of such organization and an explanation of the significance of such ratings may be obtained from the rating agency as follows: S&P, 55 Water Street, New York, New York 10041, (212) 438-2000. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Certificates.

XXIX. Right to Cancel, Postpone, or Reschedule Sale:

The District reserves the right to cancel, postpone or reschedule the sale of the Certificates upon notice given through the Bloomberg News Service, Thomson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* not later than 1:00 p.m. (Pacific Time) on the day prior to the date bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thomson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* no later than twenty-three (23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Municipal Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.

EXHIBIT A

\$10,960,000*
PATTERSON JOINT UNIFIED SCHOOL DISTRICT
Certificates of Participation
(2018 School Financing Project)
Evidencing the Fractional Interests of the
Owners Thereof in Lease Payments to be
Made by the
PATTERSON JOINT UNIFIED SCHOOL DISTRICT

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of _____, hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Certificates”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Certificates to the Public by _____ are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Certificates used by _____ in formulating its bid to purchase the Certificates. Attached as Schedule B is a true and correct copy of the bid provided by _____ to purchase the Certificates.

(b) _____ was not given the opportunity to review other bids prior to submitting its bid.¹

(c) The bid submitted by _____ constituted a firm offer to purchase the Certificates.

2. ***Defined Terms.***

(a) *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

* Preliminary, subject to change.

¹ Treas. Reg. §1.148-1(f)(3)(i)(B) requires that all bidders have an equal opportunity to bid to purchase bonds. If the bidding process affords an equal opportunity for bidders to review other bids prior to submitting their bids, then this representation should be modified to describe the bidding process.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is _____, 2018.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _____'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Patterson Joint Unified School District (the "District") with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Certificates, and by Stradling Yocca Carlson & Rauth, Special Counsel, in connection with rendering its opinion that the interest evidenced by the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Certificates.

_____, as Underwriter

By: _____
Name: _____

Dated: _____, 2018

SCHEDULE A

EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID

(Attached)