

## OFFICIAL NOTICE OF TERMS OF SALE

**\$50,000,000\***

### **CHULA VISTA ELEMENTARY SCHOOL DISTRICT ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES A**

NOTICE IS HEREBY GIVEN by the Board of Education of the Chula Vista Elementary School District (the "District") that bids will be received as described herein for the purchase of \$50,000,000\* principal amount of bonds of the District designated the "Chula Vista Elementary School District Election of 2020 General Obligation Bonds, Series A" (the "Bonds"). Bids will be received in electronic form via PARITY® on:

**July 29, 2020**

at 9:00 a.m. Pacific Standard Time; provided that the District reserves the right to postpone or change the sale date upon notice delivered via Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)), Bloomberg Financial Markets or The Bond Buyer not less than 24 hours before the time for receipt of bids. The Bonds will be issued under the provisions of a Resolution adopted by the Board of Education of the District on June 17, 2020 (the "Resolution") and pursuant to the laws of the State of California. The Bonds are more particularly described in the Resolution on file with the District (which is incorporated herein by reference) and copies thereof will be furnished to the bidder upon request.

#### **DESCRIPTION OF THE BONDS**

**PURPOSE:** The proceeds of the Bonds will be applied by the District for the purpose of financing the renovation, construction, acquisition, furnishing and equipping of classrooms, schools, sites, and facilities of the District and paying costs related thereto.

**ISSUE; BOOK-ENTRY FORM:** The Bonds will be dated as of their date of delivery and will be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds will be issued in a book entry only system with no physical distribution of the Bonds made to the public. The Depository Trust Company, New York, New York ("DTC"), will act as depository for the Bonds which will be immobilized in its custody or the custody of its designated agent. The Bonds will be registered in the name of Cede & Co., as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Bonds.

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\* Preliminary, subject to change.

**MATURITIES:** The Bonds will mature on August 1 in each of the years, and in the amounts, as set forth in the following table. The final principal amount of the Bonds, and the final amount of each maturity of the Bonds, is subject to increase or reduction as described below under the heading “TERMS OF SALE – Adjustment of Principal Maturities”.

Maturity Date (August 1)	Principal Amount*
2021	\$ 10,200,000
2022	11,000,000
2023	8,145,000
2024	4,585,000
2025	4,955,000
2026	5,350,000
2027	5,765,000

\* Subject to adjustment as described herein under “Adjustment of Principal Maturities”.

**PAYMENT PROVISIONS:** Interest on the Bonds will be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2021 (the “Interest Payment Dates”), to DTC by the San Diego County Treasurer, as Paying Agent (the “Paying Agent”) for distribution by DTC to beneficial owners of the Bonds pursuant to DTC’s procedures. Principal of and premium (if any) on any Bond will be paid upon presentation and surrender thereof at the office of the Paying Agent at maturity.

**NO OPTIONAL REDEMPTION:** The Bonds are not subject to optional redemption prior to maturity.

**NO SINKING FUND REDEMPTION:** The Bonds are not subject to sinking fund redemption prior to maturity.

**SECURITY:** The Bonds are general obligation bonds of the District secured by a pledge of *ad valorem* taxes, and the District has directed the County of San Diego to levy *ad valorem* taxes without limitation as to rate or amount for the payment of the Bonds and the interest thereon.

**TAX-EXEMPT STATUS:** Upon delivery of the Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California (“Bond Counsel), will deliver an opinion (the “Approving Opinion”) to the effect that, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described in the opinion, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. Bond Counsel will also provide an opinion to the effect that interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. If prior to the delivery of the Bonds either (a) the interest on other obligations of the same type and character as the Bonds shall be declared to be taxable (either at the time of such declaration or at any future date) under any federal income tax laws, either by the terms of such laws or by ruling of a federal income tax authority or official which is followed by the Internal Revenue Service, or by decision of any federal court, or (b) any federal income tax law is adopted which will have a substantial adverse effect upon owners of the Bonds as such, the successful bidder for the Bonds may, at its option, prior to the delivery of the Bonds, be relieved of its obligation to purchase the Bonds, and in such case the deposit accompanying its proposal will be returned.

**LEGAL OPINION AND DISCLOSURE LETTER:** The Approving Opinion of Bond Counsel will be furnished to the successful bidder of the Bonds without cost. A copy of the Approving Opinion, certified

by the official in whose office the original is filed, will be delivered with each Bond at the expense of the District.

Stradling Yocca Carlson & Rauth, a Professional Corporation is also acting as disclosure counsel to the District and upon delivery of the Bonds will deliver a letter to the successful bidder of the Bonds to the effect that, subject to the qualifications stated therein, it does not believe that as of its date the Official Statement (exclusive of financial, statistical and certain other information therein) contained, or as of the delivery date contains, any untrue statement of a material fact or as of its date omitted, or as of the delivery date omits, to state a material fact necessary to make the statements therein not misleading.

**FURTHER INFORMATION:** Any bidder is requested to obtain and review a copy of the Preliminary Official Statement describing the Bonds before submitting a bid to purchase the Bonds and the submission of a bid will constitute a representation by the bidder that it has reviewed the Preliminary Official Statement. A copy of the Preliminary Official Statement describing the Bonds, and any other information concerning the proposed financing, will be furnished upon request to the Municipal Advisor to the District: Dale Scott & Co., 650 California Street, 8<sup>th</sup> Floor, San Francisco, California 94108, tel: (415) 956-1030. Such information is also available on the website of the Municipal Advisor at <http://www.dalescott.com/financings/>.

## TERMS OF SALE

**RIGHT TO CANCEL, POSTPONE OR RESCHEDULE SALE:** The District reserves the right to postpone or change the sale date upon notice delivered via Thomson Municipal Market Monitor ([www.tm3.com](http://www.tm3.com)), Bloomberg Financial Markets or The Bond Buyer not less than 24 hours before the time for receipt of bids. If the sale is postponed, bids will be received via PARITY at such date and hour as set forth in the notice. Failure of any bidder to receive such notice or any other form of notice of canceled, postponed or rescheduled sale will not affect the legality or validity of any sale.

**SUBMISSION OF BIDS:** Bids must be delivered electronically through PARITY. Faxed bids will not be accepted.

**ELECTRONIC BIDS.** Electronic bids must conform with the procedures established by PARITY. Solely as an accommodation to bidders, electronic bids will be received exclusively through PARITY in accordance with this Official Notice of Terms of Sale until 9:00 a.m. Pacific Standard Time on the bid date, but no bid will be received after the time specified for receiving bids. To the extent any instructions or directions set forth in PARITY conflict with this Official Notice of Terms of Sale, the terms of this Official Notice of Terms of Sale shall control.

**WARNING REGARDING ELECTRONIC BIDS:** The District will accept bids in electronic form solely through PARITY. Each bidder submitting an electronic bid understands and agrees by doing so that it is solely responsible for all arrangements with PARITY, that the District neither endorses nor explicitly encourages the use of PARITY, and that PARITY is not acting as an agent of the District. Instructions and forms for submitting electronic bids must be obtained from PARITY, and the District assumes no responsibility for ensuring or verifying bidder compliance with the procedures of PARITY. The District shall assume that any bid received through PARITY has been made by a duly authorized agent of the bidder.

The District will make its best efforts to accommodate electronic bids; however the District, the Municipal Advisor and Bond Counsel assume no responsibility for any error contained in any bid submitted electronically, or for failure of any bid to be transmitted; received or opened at the official time for receipt of bids. The official time for receipt of bids will be determined by the District at the place of bid opening, and the District shall not be required to accept the time kept by PARITY as the official time.

**FORM OF BID; MINIMUM PURCHASE PRICE:** All bids must be unconditional. Each bid submitted shall be deemed an irrevocable offer to purchase all of the Bonds specified in the bid on the terms provided in this Official Notice of Terms of Sale, and shall be binding upon the bidder. The purchase price of the Bonds shall consist of the aggregate principal amount thereof plus original issue premium less original issue discount, if any, and less underwriter's discount. Excluding underwriter's discount, the purchase price to be paid may not be less than 102.0% of the principal amount of the Bonds, and shall not exceed 107.0% of the principal amount of the Bonds. **No bid will be entertained which provides for an underwriter's discount of more than 2.5% of the principal amount of the Bonds or which produces a net premium which exceeds the first three years of interest due on the Bonds.**

**DESIGNATION OF INTEREST RATES ON BONDS:** Each bidder must specify the rate or rates of interest which the Bonds will bear. Subject to the limitation on purchase price set forth above, the bidder will be permitted to bid different rates of interest for each maturity of Bonds, but:

- No interest rate may exceed twelve percent (12%) per annum;
- each interest rate specified must be in a multiple of 1/20% or 1/8%;
- no Bond may bear more than one rate of interest;
- interest on each Bond will be computed from the date of original delivery to its stated maturity at the interest rate specified in the proposal, payable on the Interest Payment Dates as set forth above; and
- all Bonds maturing at any one time will bear the same rate of interest.

**DETERMINATION OF BEST BID:** The Bonds will be awarded to the responsible bidder whose bid produces the lowest true interest rate on the Bonds as calculated by the Municipal Advisor. The true interest rate specified in any bid will be that rate which, when used in computing the present worth of all payments of principal and interest to be paid on all Bonds from the date of original delivery (which is assumed to be August 13, 2020) to their respective maturity dates, produces an amount equal to the purchase price specified in such bid. For purposes of computing the true interest rate represented by any proposal, the purchase price specified in such proposal shall be equal to the par amount of the Bonds plus the premium specified in such proposal, and the true interest rate shall be calculated by the use of a semiannual interval of compounding interest based on the Interest Payment Dates for the Bonds.

**ADJUSTMENT OF PRINCIPAL MATURITIES:** The District reserves the right to increase or decrease the principal amount of any maturity of the Bonds. Notice of such increase or decrease shall be given to the successful bidder as soon as practicable following the notification of award, as described below. No such adjustment will have the effect of altering the basis upon which the best bid is determined. The total principal amount of the Bonds and the principal amounts payable in each of the years set forth above under the caption "DESCRIPTION OF BONDS – Maturities" are subject to adjustment in \$5,000 increments. The winning bidder will be notified of any adjustment in principal amounts prior to the time the Bonds are awarded. The aggregate price bid by the successful bidder will be adjusted by the District for the amount of any increase or decrease in the aggregate principal amount of the Bonds and without consideration for the reoffering price by the successful bidder to the public of any individual maturity of the Bonds. **THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR ANY INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE STATED PRINCIPAL AMOUNTS.**

**RIGHT OF REJECTION:** The District reserves the right, in its discretion, to reject any and all bids and, to the extent not prohibited by law, to waive any irregularity or informality in any bid. The District shall have no liability to any bidder or any other person for a decision to reject all bids.

**PROMPT AWARD:** The Board of Education of the District has authorized the Superintendent or Deputy Superintendent, on behalf of the District, to accept the best responsible bid for the purchase of the Bonds and to accept such bid, for and in the name of the District, by notice to the successful bidder. In the event two or more bids setting forth identical interest rates and premium, if any, are received, the Superintendent and the Deputy Superintendent, on behalf of the District, have been authorized to exercise discretion and judgment in making the award and may award the Bonds to either bidder, or on a pro rata basis or in such other manner as he or she shall determine. The Superintendent or the Deputy Superintendent, on behalf of the District, has further been authorized, in their discretion, to reject any and all bids for whatever reason and waive any irregularity or informality in any bid. The District shall award the Bonds or reject all bids not later than 24 hours after the expiration of the time prescribed for the receipt of proposals unless such time of award is waived by the successful bidder; provided, that the award may be made after the expiration of the specified time if the bidder shall not have given to the District notice in writing of the withdrawal of such proposal.

**PLACE OF DELIVERY; CANCELLATION FOR LATE DELIVERY:** It is expected that the Bonds will be delivered to DTC for the account of the successful bidder within thirty (30) days from the date of sale thereof. The successful bidder shall have the right, at the successful bidder's option, to cancel its bid if the Bonds are not tendered for delivery within sixty (60) days from the date of the sale thereof, and in such event the successful bidder shall be entitled to the return of the deposit accompanying its bid.

**STATEMENT OF TRUE INTEREST COST:** Each bidder is requested, but not required, to state in its proposal the percentage true interest cost represented by its proposal, determined as described above under the heading "—Determination of Best Bid", which shall be considered as informative only and not binding on either the bidder or the District.

**CERTIFICATION OF REOFFERING PRICE:** The successful bidder will be required, as a condition to the delivery of the Bonds by the District, to deliver to the District a certificate identifying the prices at which it reasonably expects to initially offer each maturity of the Bonds to the general public as of the date on which the competitive bid for the Bonds was received from the successful bidder.

The successful bidder shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District prior to the date of delivery of the Bonds, the Closing Issue Price Certificate, described under "CERTIFICATES TO BE COMPLETED BY THE PURCHASER PRIOR TO CLOSING" herein, setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, 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 District and Bond Counsel.

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 Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the District shall disseminate this Official Notice of Terms of Sale 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 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Terms of Sale.

*Any bid submitted pursuant to this Official Notice of Terms of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. As described in more detail in the following paragraphs, if the competitive sale requirements are not satisfied, the District has determined to apply the hold-the-offering-price rule (as described in the second paragraph below) to each applicable maturity of the Bonds, and the successful bidder agrees to comply with the hold-the-offering-price rule, in the manner described below.*

Bidders should prepare their bids on the assumption that the District will determine the issue price of the Bonds either based on the reasonably expected initial offering price to the public or by application of the hold-the-offering-price rule.

In the event the competitive sale requirements are not satisfied, the successful bidder is required to comply with the hold-the-offering-price rule. The successful bidder shall also confirm that the underwriters participating in the purchase of the Bonds have offered or will offer each maturity of the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder. The successful bidder further shall agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The successful bidder shall within one business day report to the District when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date. For purposes of this paragraph, maturities with the same repayment terms, but separate CUSIPs, subject to the hold-the-offering price rule, will generally be treated as separate maturities for purposes of compliance with the hold-the-offering-price rule. The successful bidder shall cooperate with the District and Bond Counsel, including by providing requested information to assist in establishing the issue price of the Bonds and compliance with the hold-the-offering-price rule.

In making the representations set forth above, the successful bidder will confirm that:

- (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which any successful bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, 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 third-party distribution agreement to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the successful bidder or the underwriter and as set forth in the related pricing wires. By submitting a bid, each bidder confirms that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the securities to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Official Notice of Terms of Sale. Further, for purposes of this Official Notice of Terms of Sale:

- (1) “public” means any person other than an underwriter or a related party to an underwriter,
- (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 Bonds 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 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 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 Bonds are awarded by the District to the successful bidder.

***CERTIFICATES TO BE COMPLETED BY THE SUCCESSFUL BIDDER PRIOR TO CLOSING:***

***Closing Issue Price Certificate.*** As a condition of delivery of the Bonds, the successful bidder must submit to the District a certificate (the “Closing Issue Price Certificate” further described below), substantially in the form attached in **EXHIBIT A**, with such modifications as may be appropriate or necessary in the reasonable judgment of the District and Bond Counsel. In making such representations, the successful bidder must reflect the anticipated existence, if any, of a “derivative product” (e.g., a tender option) offered or to be offered by the successful bidder or any affiliate in connection with the initial sale of any of the Bonds. The successful bidder shall also, if asked by Bond Counsel, provide additional information necessary in the judgment of Bond Counsel to determine issue price of the Bonds.

***Closing Certificate Concerning Preliminary Official Statement and Final Official Statement.*** As a condition of delivery of the Bonds, the successful bidder will be required to execute and deliver to the District, prior to the Closing Date, a certificate to the following effect:

(i) The successful bidder, as the initial purchaser of the Bonds, has provided to the District the initial reoffering prices and yields on the Bonds as set forth in the Final Official Statement (defined below).

(ii) The successful bidder has not undertaken any responsibility for the contents of the Preliminary Official Statement or the Final Official Statement; however, the successful bidder, in accordance with and as part of its responsibilities under Federal securities laws, has reviewed the information in the Preliminary Official Statement and the Final Official Statement, did not notify the District of the need to modify or supplement the Preliminary Official Statement on or before the Bid Date, and has not notified the District of the need to modify or supplement the Final Official Statement on or before the Closing Date.

**NO LITIGATION:** There is no litigation pending concerning the validity of the Bonds, the corporate existence of the District, or the entitlement of the officers of the District to their respective offices, and the successful bidder will be furnished a no-litigation certificate certifying to the foregoing as of and at the time of delivery of the Bonds.

**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms hereof. All expenses in relation to the printing of CUSIP numbers on the Bonds will be paid for by the District; *provided, however*, that the CUSIP Service Bureau charge for the assignment of said numbers will be the responsibility of and shall be paid for by the successful bidder.

**CALIFORNIA DEBT INVESTMENT AND ADVISORY COMMISSION FEES:** All fees payable to the California Debt Investment and Advisory Commission in connection with the issuance of the Bonds shall be the responsibility of the successful bidder for the Bonds.

**OFFICIAL STATEMENT:** The Board of Education of the District has approved a Preliminary Official Statement relating to the Bonds. Such Preliminary Official Statement will be in a form “deemed final” by an authorized officer of the District for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) before being distributed to any potential bidder. Within seven business days from the sale date, the District will deliver to the successful bidder copies of the final Official Statement (the “Final Official Statement”) in sufficient number to allow the successful bidder to comply with paragraph (b)(4) of the Rule and to satisfy the Municipal Securities Rulemaking Board (the “MSRB”) Rule G-32 or any other rules adopted by the MSRB. The successful bidder agrees that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Final Official Statement as required by the Rule. The District will furnish to the successful bidder, at no charge, not in excess of one hundred (100) copies of the Final Official Statement for use in connection with any resale of the Bonds.

**CONTINUING DISCLOSURE.** In order to assist bidders in complying with the Rule, the District will execute and deliver a Continuing Disclosure Certificate, under which the District will undertake to provide certain annual financial information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. Such Continuing Disclosure Certificate will be a document required to be delivered at closing by the District, and the failure by the District to deliver such document in the form set forth in the Final Official Statement will relieve the successful bidder of its obligation to purchase the Bonds.

GIVEN by order of the Board of Education of the Chula Vista Elementary School District by the Resolution adopted June 17, 2020.



**EXHIBIT A**

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES A**

**CERTIFICATE OF THE PURCHASER**

\_\_\_\_\_ (the “Purchaser”) is making these certifications in connection with the above-captioned bonds described in Schedule A attached hereto (the “Obligations”) and hereby certifies and represents the following, based upon the information available to it; provided, however, that (i) the Purchaser expresses no view regarding the legal sufficiency or the correctness of any legal interpretation made by Bond Counsel, (ii) nothing herein represents the interpretation of the Purchaser of any laws, and, in particular, regulations under the Internal Revenue Code of 1986, as amended (the “Code”), and (iii) the Purchaser expresses no view regarding the legal sufficiency of any representations made herein:

[IF 3 BIDS RECEIVED]

**A. Issue Price.**

1. On \_\_\_\_\_, the Purchaser won on a competitive basis the right to reoffer the Obligations.

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

3. The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

4. The bid submitted by the Purchaser constituted a firm offer to purchase the Obligations.

**B. Defined Terms.**

1. “*Maturity*” means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates or CUSIP identification numbers, are treated as separate Maturities.

2. “*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.

3. “*Related Party*” means any entity if an underwriter and the entity are subject, directly or indirectly, to (i) more than 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).

4. “*Sale Date*” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Obligations. The Sale Date of the Obligations is [DATE].

5. “*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 Obligations 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 Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the Public).

[IF 3 BIDS NOT RECEIVED]

**A. Initial Offering Price of the Hold-the-Offering-Price Maturities.**

1. The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Obligations is attached to this certificate as Schedule B.

2. By submission of its bid, the Purchaser has agreed that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, the Purchaser would neither offer nor sell any of the Obligations of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations during the Holding Period.

**B. Defined Terms.**

1. “*Hold-the-Offering-Price Maturities*” means those Maturities of the Obligations where the issue price was established under Treasury Regulations § 1.148-1(f)(2)(ii), as shown in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

2. “*Holding Period*” means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

3. “*Issuer*” is as defined in the attached Tax Certificate.

4. “*Maturity*” means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations with the same maturity date but different stated interest rates or CUSIP identification numbers, are generally treated as separate maturities for purposes of determining compliance.

5. “*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.

6. “*Related Party*” means any entity if an underwriter and the entity are subject, directly or indirectly, to (i) more than 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).

7. “*Sale Date*” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Obligations. The Sale Date of the Obligations is [DATE].

8. “*Underwriter*” means (i) any person that agrees pursuant to a written contract with the Issuer (or with Purchaser) to participate in the initial sale of the Obligations 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 Obligations to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Obligations to the Public).

Nothing herein represents our interpretation of any laws or regulations under the Code or the application of any laws to these facts. The undersigned is certifying only as to facts in existence on the date hereof.

All terms not defined herein have the meaning ascribed in the attached Tax Certificate.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

[IF 3 BIDS]

**SCHEDULE A**

**EXPECTED OFFERING PRICES**

<i>Maturity Date (August 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Expected Offering Prices</i>
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[IF 3 BIDS]

**SCHEDULE B**

**COPY OF UNDERWRITER'S BID**

*(Attached)*

[IF 3 BIDS NOT RECEIVED]

**SCHEDULE A**

<i>Maturity Date (August 1)</i>	<i>Principal Amount</i>	<i>Rate</i>	<i>Initial Offering Price</i>	<i>General Rule Maturities</i>	<i>Hold-the- Offering-Price Maturities</i>
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[IF 3 BIDS NOT RECEIVED]

**SCHEDULE B**

**Pricing Wire**