

OFFICIAL NOTICE OF SALE

\$4,920,000*
TRUCKEE PUBLIC FINANCING AUTHORITY
LEASE REVENUE BONDS (CORPORATION YARD PROJECT),
SERIES 2019 (BANK QUALIFIED)

NOTICE IS HEREBY GIVEN that submitted bids via i-Deal/Parity will be received for the purchase of \$4,920,000* of the above-named bonds (the “Bonds”) on behalf of the Truckee Public Financing Authority (the “Authority”) on

Wednesday, August 7, 2019
at 8:30 A.M. California time

The Authority reserves the right to cancel or reschedule the sale of the Bonds or change the terms thereof upon notice given through the Thomson Reuters Municipal Market Monitor (www.TM3.com) (the “News Service”) at any time prior to the time bids are to be received. If no legal bid or bids are received for the Bonds on said date (or such later date as is established as provided herein) at the time specified, bids will be received for the Bonds on such other date and at such other time as shall be designated through the News Service as soon as practicable. As an accommodation to bidders, telephonic, telecopied or emailed notice of the change and of the new sale date and time will be given to any bidder requesting such notice from JNA Consulting Group, LLC, municipal advisor to the Authority (the “Municipal Advisor”), at 410 Nevada Way, Suite 200, Boulder City, Nevada (telephone (702) 294-5100; email: marty@jnaconsultinggroup.com, Attn: Marty Johnson. Failure of any bidder to receive such supplementary notice shall not affect the legality of the sale.

Important Note: This notice will be submitted to Financial Markets Hub for posting on MUNIHUB’S website (www.munihub.com) and in the Parity bid delivery system. In the event Parity’s summary of the terms of sale of the Bonds disagrees with this Official Notice of Sale in any particulars, the terms of this Official Notice of Sale shall control (unless notice of an amendment hereto is given as described above).

TERMS OF THE BONDS

Issue: The terms of issuance, principal and interest repayment, redemption provisions, security, tax opinion, and all other information regarding the Bonds and the Authority are given in the Preliminary Official Statement with respect to the Bonds which each bidder must have obtained and reviewed prior to bidding for the Bonds, pursuant to Rule 15c2-12 of the Securities and Exchange Commission. This notice governs only the terms of sale, bidding and closing procedures.

Serial Bonds and/or Term Bonds: Except as otherwise provided below in “Adjustment of Principal Amounts,” the Bonds will mature on the dates and in each of the amounts of principal as designated in the maturity schedule set forth below. The amounts of the Bonds maturing in each year may be changed from those listed in the maturity schedule as described in “Adjustment of Principal Amounts” below.

* Approximate; subject to adjustment.

Maturity Schedule

Maturity Date (May 1)	<u>Principal Amount</u>	Maturity Date (May 1)	<u>Principal Amount</u>
2021	\$130,000	2033	205,000
2022	135,000	2034	215,000
2023	140,000	2035	220,000
2024	145,000	2036	230,000
2025	150,000	2037	240,000
2026	155,000	2038	245,000
2027	160,000	2039	250,000
2028	170,000	2040	260,000
2029	175,000	2041	270,000
2030	185,000	2042	275,000
2031	190,000	2043	285,000
2032	195,000	2044	295,000

Adjustment of Principal Amounts: The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment by the Authority after the determination of the best bid. Changes to be made will be communicated to the successful bidder (the “Purchaser”) by time of the written award of the Bonds. A successful bidder may not withdraw its bid as a result of any changes made within these limits. The price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the series of Bonds to the public and the price to be paid to the Authority (excluding accrued interest), by (ii) the principal amount of the Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts submitted by the bidder. The interest rates specified by the successful bidder for all maturities will not change.

Any increase or decrease will be in \$5,000 increments of principal amounts. In the event of any such adjustment, no re-bidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The successful bidder will not be permitted to change the interest rates in its bid.

Interest: Interest on the Bonds is payable on May 1 and November 1 of each year to maturity or prior redemption, commencing on November 1, 2019. The Bonds shall be dated the date of delivery thereof. Interest is calculated on the basis of a 30-day month, 360-day year from the date of the Bonds. Each Bond shall bear interest at the specified rate from its date to its stated maturity date, and all Bonds maturing at any one time shall bear the same rate of interest.

Bidders must specify the rate or rates of interest which the Bonds hereby offered for sale shall bear. Bidders will be permitted to bid a single rate of interest for each bond maturity, according to the following:

- (i) Each interest rate must be greater than zero and no interest rate may exceed 5.0% per annum.
- (ii) Each interest rate must be a multiple of 1/8 or 1/20 of 1.0% per annum.

Extraordinary Redemption: The Bonds are subject to extraordinary optional redemption by the Authority on any date prior to their respective stated maturities, upon notice as hereinafter

provided, as a whole, or in part by lot within each stated maturity in integral multiples of five thousand dollars (\$5,000) principal amount from prepayments made by the Town from insurance and eminent domain proceeds and proceeds of title insurance pursuant to the Lease, at a prepayment price equal to the sum of the principal amount thereof, without premium, plus accrued interest thereon to the redemption date. Whenever less than all of the outstanding Bonds are to be redeemed on any one date, the Trustee shall select the Bonds to be redeemed in part from the outstanding Bonds so that the aggregate annual debt service on Bonds which shall be payable after such redemption date shall be as nearly proportional as practicable to the aggregate annual debt service on Bonds outstanding prior to such redemption date.

Optional Redemption: The Bonds maturing on or after May 1, 2030 are subject to redemption prior to their respective stated maturities at the written direction of the Authority, from moneys deposited by the Authority or the Town from prepayments made by the Town pursuant to the Lease, as a whole or in part on any date (in such maturities as are designated in writing by the Authority to the Trustee) on or after May 1, 2029, at a redemption price of one hundred percent of the principal amount thereof, together with accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption: Term Bonds, if any are specified by the bidder, are further subject to redemption prior to their respective stated maturity dates, from moneys in the interest and sinking fund of the Authority, on May 1 of each year for which a mandatory sinking fund payment is specified by the successful bidder, upon payment of the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium, by lot, in amounts equal to, and in accordance with, the schedule of the principal amounts of Bonds to be redeemed in each such year.

TERMS OF SALE

Best Bid: The Authority requires a maximum true interest cost for the bonds not to exceed 4.0%. The Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the interest rate or rates specified and the premium or discount applied, if any. The best bid will be the bid that represents the lowest true interest cost ("TIC") to the Authority and otherwise complies with the requirements set forth herein. The TIC is the compound discount rate which, when used to discount all debt service payments on the Bonds back to the date of the Bonds, results in an amount equal to the price bid for the Bonds. In the event that two or more bidders offer bids at the same lowest TIC, the Authority will determine by lot which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any (*see* "TERMS OF THE BONDS – Mandatory Sinking Fund Redemption"), 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 Executive Director of the Authority, as described herein under "TERMS OF THE BONDS – 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.

Form of Bid: Each bid must be for not less than all of the Bonds hereby offered for sale and for not less than 99% of the aggregate par amount thereof. The amount of any discount specified in any bid shall not exceed 1% of the aggregate principal amount of the Bonds. Each bid must be delivered by electronic transmission, as described below. Each bid must be in accordance with the terms and conditions set forth in this notice. Only bids from authorized broker/dealers (or other responsible bidders who can demonstrate an ability to clear through DTC) will be entertained.

By submission of its bid, each bidder shall be deemed to have made the following representations:

(1) The bidder has received and reviewed the Preliminary Official Statement and as a condition to bidding on the Bonds, has determined that it can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) The bidder has conducted its own review of the Town's continuing disclosure undertakings.

(3) As of the date of its bid and as of the date of delivery of the Bonds, all members of the bidder's syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in DTC.

(4) The underwriter has an established industry reputation for underwriting new issuances of municipal bonds.

(5) JNA Consulting Group, LLC is not a participant in the bidding syndicate.

(6) The TIC on the Bonds does not exceed 4.0%.

Multiple Bids: In the event multiple bids are received from a single bidder by any means or combination thereof, the Authority shall accept the best of such bids, and each bidder agrees by submitting any bid to be bound by its best bid.

Electronic Bids: The Authority will accept bids in electronic form solely through i-Deal LLC's Parity Electronic Bid Submission System ("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 Authority neither endorses nor explicitly encourages the use of Parity, and that Parity is not acting as an agent of the Authority. Instructions and forms for submitting electronic bids must be obtained from Parity.

WARNINGS: The Authority assumes no responsibility for ensuring or verifying bidder compliance with Parity's procedures. The Authority shall be entitled to assume that any bid received via Parity has been made by a duly authorized agent of the bidder.

The Authority, the Municipal Advisor and Bond Counsel assume no responsibility for proper functioning of Parity, 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 Authority at the place of bid opening, and the Authority shall not be required to accept the time kept by Parity as the official time. The Authority assumes no responsibility for informing any bidder prior to the deadline for receiving bids that its bid is incomplete or not received.

THE AUTHORITY RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID DELIVERED BY ELECTRONIC TRANSMISSION IS TIMELY AND COMPLETE.

Statement of True Interest Cost (TIC): Each bidder is requested, but not required, to state in its bid the total percentage TIC, which shall be considered as informative only and not binding on either the bidder or the Authority.

Good Faith Deposit: Upon acceptance of its bid, the successful bidder shall be required to make a good faith deposit (the "Deposit") of \$50,000 by wire transfer in immediately available funds not later than 12:00 p.m. on the next business day following the award, payable to the order of Zions

Bancorporation, National Association, trustee with respect to the Bonds, to secure the Authority from any loss resulting from the failure of the bidder to comply with the terms of its bid. Wiring instructions will be provided to the successful bidder.

No interest will be paid upon the Deposit made by any bidder. The Deposit of the successful bidder will, immediately upon acceptance of its bid, become the property of the Authority to be held and invested for the exclusive benefit of the Authority. The principal amount of such Deposit shall be applied to the purchase price of the Bonds at the time of delivery thereof.

If the purchase price is not paid in full upon tender of the Bonds, the successful bidder shall have no right in or to the Bonds or to the recovery of its Deposit, or to any allowance or credit by reason of such Deposit, unless it shall appear that the Bonds would not be validly issued if delivered to the successful bidder in the form and manner proposed. In the event of nonpayment by the successful bidder, the amount of the Deposit shall be retained by the Authority as and for liquidated damages for such failure by the successful bidder, and such retention shall constitute a full release and discharge of all claims by the Authority against the successful bidder arising from such failure. The Authority's actual damages in such event may be greater or may be less than the amount of the Deposit. Each bidder waives any right to claim that the Authority's actual damages are less than such amount.

Ratings: The Authority will pay the rating fees for S&P Global Ratings.

Right of Rejection: The Authority, reserves the right to reject any and all bids and to waive any irregularity or informality in any bid which does not have a material effect or change the ranking of the bids received. If the sale of the Bonds is cancelled or postponed, all sealed bids shall be returned unopened.

Prompt Award: The Executive Director of the Authority or his designee will take action awarding the Bonds or rejecting all bids not later than 26 hours after the expiration of the time herein prescribed for the receipt of the bids, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

CLOSING PROCEDURES AND DOCUMENTS

Delivery and Payment: Delivery of the Bonds through the facilities of DTC will be made to the successful bidder in New York, New York, as soon as the Bonds can be prepared, which it is estimated will be on or about August 22, 2019. Payment for the Bonds must be made in funds immediately available in Los Angeles, California, on the date of delivery. Any expense of providing immediately available funds, whether by transfer of Federal Reserve Bank funds or otherwise, shall be borne by the successful bidder. The cost of printing the Bonds will be borne by the Authority.

Right of Cancellation: The successful bidder shall have the right, at its option, to cancel its obligation to purchase the Bonds if the Bonds are not executed and tendered for delivery within 60 days from the date of sale thereof, and in such event the successful bidder shall be entitled to the return of its good faith deposit.

CUSIP Numbers and Other Fees: The Municipal Advisor will apply for CUSIP identification numbers for the Bonds. It is expected that the successful bidder will apply for CUSIP identification numbers for any Term Bonds, and furnish such numbers to Bond Counsel. It is anticipated that such CUSIP numbers will be printed on the Bonds being delivered to DTC, but neither the failure to print such number on any Bond nor any error with respect thereto shall 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 and conditions of its bid. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the Authority, as well as the CUSIP Service Bureau charge for the assignment of such numbers. However, the CUSIP Service Bureau charge for the assignment of such numbers to any Term Bonds shall be paid by the successful bidder. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, New York, New York, Securities Industry and Financial Markets Association, the Municipal Securities Rulemaking Board and any other similar entity imposing a fee in connection with the issuance of the Bonds.

California Debt and Investment Advisory Commission Fee: Attention of bidders is directed to Section 8856 of the California Government Code, which provides that the lead underwriter or the purchaser of the Bonds shall be charged any California Debt and Investment Advisory Commission fee payable with respect to the Bonds.

Establishment of Issue Price:

(a) Prior to delivery of the Bonds, the Purchaser shall be required to provide to the Authority a reoffering price certification in form and substance similar to either the certificate attached as Exhibit A hereto or the certificate attached as Exhibit B hereto. In addition, based on reasonable requests of Bond Counsel, the Purchaser will provide information regarding its sales of the Bonds. For purposes of this paragraph, sales of the Bonds to other securities brokers or dealers will not be considered sales to the general public.

(b) The Authority 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 Authority shall disseminate this Official Notice 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 Authority 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 Authority 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 Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the Authority shall so advise the Purchaser. In such event, the Authority shall treat the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity unless the Purchaser has elected on the bid form to apply the “hold-the-offering price rule,” as described below, in which case the initial offering price to the public as of the sale date of any maturity of the Bonds will be treated as the issue price of that maturity, in each case applied on a maturity-by-maturity basis (or CUSIP-by-CUSIP in the case of bonds with similar maturities but different coupons or prices). In the event that

the competitive sale requirements are not satisfied, the Purchaser shall advise the Authority if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds, and if the Purchaser has elected to apply the hold-the-offering-price rule, the Purchaser shall notify the Authority, within one hour of the time of award of the Bonds, which maturities of the Bonds satisfy the 10% test and which maturities shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied.

(d) By submitting a bid, the Purchaser shall (i) confirm that the underwriters have offered or will offer 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 Purchaser and (ii) if the Purchaser has elected to use the hold-the-offering-price rule, the Purchaser agrees, 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 (5th) 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 Purchaser shall promptly advise the Authority 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.

(e) If the competitive sale requirements are not satisfied, and the Purchaser does not elect to use the hold-the-offering-price rule, then until the 10% test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the Authority the prices at which such unsold Bonds 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 Bonds of that maturity or until all Bonds of that maturity have been sold.

(f) The Authority acknowledges that, if the Purchaser has elected to use the hold-the-offering-price rule, in making the representation set forth above, the Purchaser will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Authority further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(g) 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 Bonds 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 (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds 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 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

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

- (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 Authority (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 retail 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 Authority to the Purchaser.

Litigation: There is no action, suit, or proceeding known by the Authority or the Town to be pending or threatened at the present time restraining or enjoining the delivery of the Bonds or in any way contesting or affecting the validity of the Bonds, the Trust Agreement or any proceedings of the Authority or the Town taken with respect to the execution or delivery thereof.

Legal Opinion: The legal opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, approving the validity of the Bonds, will be furnished to the successful bidder upon delivery of the Bonds. Copies of the opinion will be filed with DTC and with the Trustee.

Tax Matters: Orrick, Herrington & Sutcliffe LLP will render its legal opinion with respect to tax-exemption of the interest paid on the Bonds. See the discussion of Tax Matters in the Official Statement hereinafter referred to. In the event that prior to the delivery of the Bonds the interest received by private holders from obligations of the same type and character shall be declared to be includable in gross income (either at the time of such declaration or at any future date) for purposes of 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, the successful bidder may, at its option, prior to the tender of the Bonds by the Authority, be relieved of its obligation to purchase the Bonds, and in such case the deposit accompanying its bid will be returned. For purposes of the preceding sentence, interest will be treated as excludable from gross income for federal income tax purposes whether or not it is includable as an item of tax preference for calculating alternative minimum taxes or otherwise includable for purposes of calculating certain other tax liabilities.

Official Statement: The Authority has authorized the preparation and delivery of an official statement relating to the Bonds. A copy of the Preliminary Official Statement will be furnished upon request to the Municipal Advisor, at the address provided above. The Preliminary Official Statement is in form “deemed final” by the issuer for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final Official Statement. The Authority will furnish electronic copies of the final Official Statement to the successful bidder as the bidder shall request at no expense to the bidder within 7 business days of the award date.

Official Statement Certificate: The Authority will provide to the successful bidder for the Bonds a certificate, signed by an official of the Authority, confirming to the successful bidder that, at the time of the acceptance of the bid for the Bonds and at the time of delivery thereof, to the best of the knowledge of said official, the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (except that no view shall be expressed concerning information regarding DTC and its book-entry only system, information provided by the successful bidder regarding the underwriting, reoffering, and CUSIP identification numbers of the Bonds, and information regarding a municipal bond insurance policy with respect to the Bonds and the Insurer), and that there has been no material adverse change in the financial condition or affairs of the Authority or the Town which would make it unreasonable for the purchaser of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds.

Continuing Disclosure Certificate: In order to assist bidders in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), the Town will undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Other than as disclosed in the Preliminary Official Statement, the Town is not aware of any failure to comply in the last five years in all material respects with any previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of material events.

Dated: July 25, 2019.

/s/ Jeff Loux
Executive Director
Truckee Public Financing Authority

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of _____ (the “Underwriter”) hereby certifies as set forth below with respect to the sale of the Truckee Public Financing Authority Lease Revenue Bonds (Corporation Yard Project), Series 2019 (Bank Qualified) (the “Bonds”).

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

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

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

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds 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.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2019.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Truckee Public Financing Authority (the “Issuer”) (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds 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 Bonds 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 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’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 Issuer 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 Bonds, and by Orrick Herrington & Sutcliffe, LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income

tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2019.

[UNDERWRITER]

By _____
Authorized Representative

SCHEDULE A

EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B

WINNING BID

(Attached)

EXHIBIT B

ALTERNATIVE FORM OF ISSUE PRICE CERTIFICATE*

TO BE DELIVERED IF COMPETITIVE SALE REQUIREMENTS ARE NOT MET (3
COMPETITIVE BIDS ARE NOT RECEIVED) AND 10% TEST IS USED FOR ISSUE PRICE

The undersigned, on behalf of _____ (the “Underwriter”) hereby certifies as set forth below with respect to the sale of the Truckee Public Financing Authority Lease Revenue Bonds (Corporation Yard Project), Series 2019 (Bank Qualified) (the “Bonds”).

1. **Issue Price.** As of _____, 2019 (the “Sale Date”), all of the Bonds were the subject of an offering to the Public at the Initial Offering Prices set forth in the final pricing wire for the Bonds or an equivalent communication, a copy of which is attached hereto as Schedule 1.

(a) As of the date hereof, the first price at which 10% of each of the Maturities of the Bonds listed on Schedule 1 as a “10% Test Maturity” was sold to the Public was the Initial Offering Price for such Maturity.

(b) With respect to the Maturities of the Bonds listed on Schedule 1 as unsold maturities (the “Undersold Maturities”), 10% of each of the Undersold Maturities has not been sold to the Public at any single price. The Purchaser will promptly report to the Authority the first price at which 10% of such Undersold Maturities have been sold to the public. If all of an Undersold Maturity is sold to the Public but not more than 10% of the Undersold Maturity is sold to the Public at any particular price, the Purchaser will notify the Authority in writing of the amount of the Undersold Maturity sold to the Public at each respective price.

2. **Defined Terms.**

(a) *Initial Offering Price* means the prices or yields set forth on Schedule 1 hereto.

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

(c) *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.

(d) *Related Party* means any entity if an Underwriter and such 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 profit 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).

(e) *Underwriter* means (A) the Purchaser and any person that agrees pursuant to a written contract with the Purchaser 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 retail distribution agreement participating in the initial sale of the Bonds to the Public

The Purchaser understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate to which this certificate is included as Exhibit A and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP, Bond Counsel, in connection with their opinions as to the exclusion of interest on the Bonds from federal gross income, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. The Purchaser is certifying only as to facts in existence on the date hereof. Nothing herein represents the Purchaser's interpretation of any laws; in particular the Treasury Regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

Dated: _____, 2019.

[UNDERWRITER]

By _____
Authorized Representative

* To be delivered by the Purchaser as described under "CLOSING PROCEDURES AND DOCUMENTS – Establishment of Issue Price" in the Official Notice of Sale.

SCHEDULE 1

LISTING OF 10% TEST AND UNDERSOLD MATURITIES