

**NOTICE INVITING PROPOSALS FOR PURCHASE OF REFUNDING BONDS**

\$49,640,000\*

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT  
(SACRAMENTO COUNTY, CALIFORNIA)  
2026 GENERAL OBLIGATION REFUNDING BONDS, SERIES C  
(SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 5)

**NOTICE IS HEREBY GIVEN** that sealed unconditioned proposals will be received to and including the hour of 10:00 a.m., Pacific Standard Time, on June 9, 2026, at the offices of Keygent LLC, 1730 E. Holly Avenue, Suite 762, El Segundo, CA 90245 (the “Municipal Advisor”), in the manner described below, for the purchase of all, but not less than all, of \$49,640,000\* principal amount of Folsom Cordova Unified School District (Sacramento County, California) 2026 General Obligation Refunding Bonds, Series C (School Facilities Improvement District No. 5) (the “Refunding Bonds”). 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 the \$49,640,000\* principal amount of the Refunding Bonds. 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 Folsom Cordova 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 Refunding Bonds will be dated the date of delivery, will be in the denomination of \$5,000 principal amount each, or integral multiples thereof, and will bear interest from the date of delivery of the Refunding Bonds to the maturity of each of the Refunding Bonds at the rate such that the true interest cost (the “TIC”) shall not exceed five percent (5%), with interest payable semiannually on April 1 and October 1 of each year during the term of each of the Refunding Bonds, commencing October 1, 2026. The Refunding Bonds will mature on October 1 in each of the years set forth in the following schedule:

<u>MATURITY DATE</u>	<u>PRINCIPAL AMOUNT*</u>
2026	\$680,000.00
2027	1,155,000.00
2028	1,345,000.00
2029	1,555,000.00
2030	1,780,000.00
2031	2,020,000.00
2032	2,275,000.00
2033	2,550,000.00
2034	2,835,000.00
2035	4,545,000.00
2036	3,555,000.00
2037	3,915,000.00
2038	4,300,000.00
2039	4,710,000.00
2040	5,145,000.00
2041	7,275,000.00

---

\* Preliminary, subject to change.

## **II. Option to Elect Term Bonds:**

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

## **III. Adjustment of Principal Amounts:**

The estimated principal amount of each maturity of Refunding Bonds set forth above reflect certain assumptions of the District and the Municipal Advisor, with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, 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 Refunding Bonds, in \$5,000 increments of principal amount, or to 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 Refunding Bonds. 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 Refunding Bonds must state the rate or rates of interest to be paid for each maturity of Refunding Bonds offered and bid price for such Refunding Bonds. All Refunding Bonds of the same maturity must bear the same rate of interest and no Refunding Bond may bear more than one rate. The maximum TIC shall not exceed five percent (5%). Bidders may specify any number of different rates to be borne on the Refunding Bonds; 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. Redemption:**

The Refunding Bonds maturing on or before October 1, 2036 are not subject to redemption prior to their respective maturity dates. The Refunding Bonds maturing on or after October 1, 2037 are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after October 1, 2036, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

## **VI. Notice of Redemption:**

Notice of redemption of any Refunding Bond will be mailed to the Registered Owner of each Refunding Bond to be redeemed in whole or in part at the address shown on the registration records maintained by the Sacramento County Director of Finance, as the paying agent for the Refunding Bonds (the "Paying Agent"); such mailing to be not more than 45 nor less than 20 days prior to the date set for redemption. Neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of the Refunding Bonds

**VII. Costs of Issuance:**

The winning bidder will not be required to pay any costs of issuance associated with the Bonds, except as described in Sections XVI, XVII, and XXV. Such costs of issuance will be paid by the District solely from the aggregate proceeds of the Refunding Bonds. The District reserves the right to instruct the winning bidder of the Refunding Bond to retain from the proceeds generated from the sale of the Refunding Bonds an amount equal to the winning bidder's compensation. The District further reserves the right to instruct the winning bidder to wire a portion of the purchase price to U.S. Bank Trust Company, National Association, in its capacity as costs of issuance custodian for the Refunding Bonds.

**By the submission of its bid pursuant to the provisions hereof, each bidder will be deemed to have represented that its underwriting discount with respect to the Refunding Bonds shall not exceed one percent (1%) of the principal amount of the Refunding Bonds.**

**VIII. Reserved**

**IX. Registration of Refunding Bonds as to Principal and Interest and Place of Payment:**

The Refunding Bonds, 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 Refunding Bonds. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 principal amount and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Refunding Bonds 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 Refunding Bonds through DTC's Participants, as described in the Preliminary Official Statement.

**X. Authority:**

The Refunding Bonds will be issued pursuant to the Constitution and laws of the State of California, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, and pursuant to a resolution adopted by the governing board of the District.

**XI. Security:**

Both the principal of and interest on the Refunding Bonds are payable solely from an *ad valorem* property tax levied against all of the property within the Folsom Cordova Unified School District School Facilities Improvement District No. 5, subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates).

**XII. Form of Bid:**

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

### **XIII. Procedures Regarding Electronic Bidding:**

Bids must be submitted electronically via PARITY in accordance with this Notice Inviting Proposals for Purchase of Refunding Bonds, until 10:00 a.m., Pacific Time, on June 9, 2026, 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 Refunding Bonds, the terms of this Notice Inviting Proposals for Purchase of Refunding Bonds shall control. For further information about PARITY, potential bidders may contact the District's Municipal Advisor, Chris Hiatt of Keygent LLC at (310) 774-7071 or [chris.hiatt@keygentcorp.com](mailto:chris.hiatt@keygentcorp.com), or PARITY at i-Deal at (212) 849-5021. In the event that a bid for the Refunding Bonds 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 Refunding Bonds and shall be deemed to be an irrevocable offer to purchase the Refunding Bonds on the terms provided in this Notice Inviting Proposals for Purchase of Refunding Bonds. If a bid submitted electronically via PARITY is accepted by the District, the terms of the Bid for Purchase of the Refunding Bonds and the Notice Inviting Proposals for Purchase of Refunding Bonds and the information that is electronically transmitted through PARITY (including information about the purchase price of the Refunding Bonds, the coupon interest rate or rates to be borne by the various maturities of the Refunding Bonds, 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](http://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 Refunding Bonds.

4. For purposes of submitting all Bids for Purchase of the Refunding Bonds, 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 Refunding Bonds.

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 Refunding Bonds. 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 Refunding Bonds. 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 Refunding Bonds.

**XIV. Estimate of True Interest Cost:**

Bidders are requested (but not required) to supply an estimate of the total TIC 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 Education of the District.

**XV. No Good Faith Deposit:**

No good faith deposit will be required in connection with bidding on the Refunding Bonds.

**XVI. Qualification for Sale; Blue Sky:**

The purchaser will assume responsibility for taking any action necessary to qualify the Refunding Bonds for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Refunding Bonds, 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 bonds 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 Refunding Bonds 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 Refunding Bonds 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 will apply CUSIP numbers and the CUSIP numbers will be printed on the Refunding Bonds. The cost of printing thereof and service bureau assignment will be the purchaser'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 Refunding Bonds. 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 issuance of the Refunding Bonds (see, "California Debt and Investment Advisory Commission" below).

**XVIII. Legal Opinion:**

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

**XIX. Tax Matters:**

In the opinion of Bond Counsel, 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 Preliminary Official Statement, interest (and original issue discount) on the Refunding 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. In the further opinion of Bond Counsel, interest (and original issue discount) on the Refunding Bonds is exempt from State of California personal income tax. See the Preliminary Official Statement for additional information, including with respect to the alternative minimum tax imposed on certain large corporations. Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the Refunding Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that event its Deposit will be returned.

**XX. Establishment of Issue Price of the Refunding Bonds:**

(a) The winning bidder shall assist the District in establishing the issue price of the Refunding Bonds 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 Refunding 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 winning bidder, the District and Bond 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 Refunding Bonds (this "Notice Inviting Proposals") to establish the issue price of the Refunding Bonds 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.

(b) 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 Refunding Bonds) will apply to the initial sale of the Refunding Bonds (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 Refunding Bonds to the bidder who submits a firm offer to purchase the Refunding Bonds at the highest price (or 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 Refunding Bonds, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the District shall so advise the winning bidder. The District may determine to treat (i) the first price at which 10% of a maturity

of the Refunding Bonds (the “10% Test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Refunding Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case 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 Refunding Bonds satisfies the 10% Test as of the date and time of the award of the Refunding Bonds. The District shall promptly advise the winning bidder, at or before the time of award of the Refunding Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Refunding Bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the District determines to apply the hold-the-offering-price rule to any maturity of the Refunding Bonds. **Bidders should prepare their bids on the assumption that some or all of the maturities of the Refunding Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Refunding Bonds.**

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Refunding 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 winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Refunding Bonds, that the underwriters will neither offer nor sell unsold Refunding 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 Refunding Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the District when the underwriters have sold 10% of that maturity of the Refunding 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 (5<sup>th</sup>) business day after the sale date.

(e) If the Competitive Sale Requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Refunding Bonds, the winning bidder agrees to promptly report to the District the prices at which the unsold Refunding 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 Refunding Bonds of that maturity or until all Refunding Bonds of that maturity have been sold.

(f) The District acknowledges that, in making the representation set forth above, the winning bidder 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 Refunding 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 Refunding 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 District 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 Refunding 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 Refunding 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 Refunding Bonds 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 Refunding Bonds of that maturity or all Refunding 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 winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Refunding 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 Refunding 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 Refunding Bonds 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 Refunding Bonds of that maturity or all Refunding 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 winning bidder or such underwriter and as set forth in the related pricing wires.

(h) Sales of any Refunding Bonds 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:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “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 Refunding 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 Refunding 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 Refunding Bonds to the public),
- (iii) a purchaser of any of the Refunding 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
- (iv) “sale date” means the date that the Refunding Bonds are awarded by the District to the winning bidder.

**XXI. Award:**

If the Refunding Bonds are awarded on the date of sale, the Refunding Bonds 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 Refunding Bonds and represents the lowest TIC to the District for the Refunding Bonds, 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 Refunding Bonds back to the date of delivery of such Refunding Bonds, results in an amount equal to the purchase price bid for said Refunding Bonds. In the event that two or more bidders offer bids for the Refunding Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Refunding Bonds. 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. The District reserves the right to waive any irregularity or informality in any bid that does not change the ranking of the bids received. The District reserves the right to waive any irregularity or informality in any bid that does not change the ranking of the bids received.

**XXII. Purchaser Arbitrage Yield Proof:**

The successful bidder shall deliver to the District a proof of arbitrage yield that contains a: (i) present value calculation of the debt service to the closing date resulting in the issue price, less any credit enhancement and (ii) premium bond test showing dates of any bonds of the issue are deemed called in accordance with Treasury Regulation 1.148-4.

**XXIII. Prompt Award:**

The Assistant Superintendent, Business Services or Superintendent of the District, or his or her designee, will take action awarding the Refunding Bonds 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.

**XXIV. Delivery:**

Delivery of the Refunding Bonds 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 U.S. Bank Trust Company, National Association, the escrow agent for the District (the "Escrow Agent).

The Closing will take place at the offices of Stradling Yocca Carlson & Rauth LLP, 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 July 7, 2026.\*

---

\* Preliminary, subject to change.

**XXV. 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 Refunding Bonds.

**XXVI. No Litigation and Non-Arbitrage:**

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Refunding Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Refunding Bonds and the use of proceeds thereof.

**XXVII. Official Statement:**

The District will make available a Preliminary Official Statement relating to the Refunding Bonds, a copy of which, along with related documents, will be furnished upon request made by mail to Keygent LLC, 1730 E. Holly Avenue, Suite 762, El Segundo, CA 90245, Attn: Chris Hiatt, chris.hiatt@keygentcorp.com, the District’s Municipal Advisor for the Refunding Bonds, or telephoned to said Municipal Advisor at (310) 774-7071. 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”).

The District has deemed final the Preliminary Official Statement for purposes of Rule 15c2-12(b)(1).

Each bidder must read the entire Preliminary Official Statement prior to bidding on the Refunding Bonds, to obtain information essential to the making of an informed decision to bid. This Notice Inviting Proposals for Purchase of Refunding Bonds 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 the 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 in writing by the winning bidder, that the end of the underwriting period will occur on the date of the delivery of the Refunding Bonds. By making a bid on the Refunding Bonds, 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 Refunding Bonds to the ultimate purchasers.

#### **XXVIII. 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 events listed therein. A description of this undertaking and a form of the Continuing Disclosure Certificate are included in the Preliminary Official Statement.

#### **XXIX. Rating:**

Moody’s Investors Service, Inc. has assigned a rating to the Refunding Bonds 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 rating reflects only the views of such organization and an explanation of the significance of such rating may be obtained therefrom. There is no assurance that the rating will continue for any given period of time or that it 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 rating may have an adverse effect on the market price of the Refunding Bonds.

#### **XXX. Right to Cancel, Postpone, or Reschedule Sale:**

The District reserves the right to cancel, postpone or reschedule the sale of the Refunding Bonds upon notice given through the Bloomberg News Service, Thomson Municipal Market Monitor ([www.tm3.com](http://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](http://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. The District reserves the right to reject all bids, even if the terms of such bids are in conformity with the requirements for acceptable bids set forth herein, and further reserves the right to reject all bids if the issuance of the Refunding Bonds does not produce acceptable debt service savings.

#### **XXXI. Reserved**

**XXXII. Additional Information:**

Copies of the Notice Inviting Proposals for Purchase of Refunding Bonds, and the Preliminary Official Statement relating to the Refunding Bonds will be furnished to any bidder upon request made to Keygent LLC, Attn: Chris Hiatt, the District’s Municipal Advisor for the Refunding Bonds, either by telephone at (310) 774-7071 or email at [chris.hiatt@keygentcorp.com](mailto:chris.hiatt@keygentcorp.com).

Dated: June 3, 2026

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Sean Martin  
Assistant Superintendent, Business Services

**EXHIBIT A**

§ \_\_\_\_\_  
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT  
(Sacramento County, California)  
2026 GENERAL OBLIGATION REFUNDING BONDS, SERIES C  
(School Facilities Improvement District No. 5)

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 “Refunding Bonds”).

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

(a) As of the Sale Date, the reasonably expected initial offering prices of the Refunding Bonds 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 Refunding Bonds used by \_\_\_\_\_ in formulating its bid to purchase the Refunding Bonds. Attached as Schedule B is a true and correct copy of the bid provided by \_\_\_\_\_ to purchase the Refunding Bonds.

(b) \_\_\_\_\_ was not given the opportunity to review other bids prior to submitting its bid.<sup>1</sup>

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

2. ***Defined Terms.***

(a) *District* means Folsom Cordova Unified School District.

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

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Refunding Bonds. The Sale Date of the Refunding Bonds is \_\_\_\_\_, 2026.

(e) *Underwriter* means (i) 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 Refunding 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

---

<sup>1</sup> 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.

Refunding 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 Refunding Bonds 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 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 Refunding Bonds, and by Stradling Yocca Carlson & Rauth LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Refunding Bonds 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 Refunding Bonds.

\_\_\_\_\_, as Underwriter

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

SCHEDULE A  
EXPECTED OFFERING PRICES  
*(Attached)*

SCHEDULE B  
COPY OF UNDERWRITER'S BID  
*(Attached)*