

OFFICIAL NOTICE OF SALE

\$89,895,000*

SEQUOIA UNION HIGH SCHOOL DISTRICT (County of San Mateo, State of California) 2016 General Obligation Refunding Bonds

NOTICE IS HEREBY GIVEN that electronically submitted bids via i-Deal/Parity will be received by the Sequoia Union High School District (the "District") located in the County of San Mateo (the "County"), State of California, for the purchase of \$89,895,000* aggregate principal amount of bonds of the District, designated "Sequoia Union High School District 2016 General Obligation Refunding Bonds" (herein called the "Refunding Bonds") more particularly described herein, on

**Thursday, September 1, 2016
at 9:30 A.M., California time**

at the offices of the District's Financial Advisor, Keygent LLC, 999 N. Sepulveda Boulevard, Suite 500, El Segundo, California 90245, Attention: Andrew Tuan (telephone (310) 322-4222).

The District reserves the right to cancel or reschedule the sale of the Refunding Bonds upon notice given through the Thomson Municipal Market Monitor (www.TM3.com) (the "News Service") not later than 1:00 p.m. (California time) on the day prior to the time bids are to be received. If no legal bid or bids are received for the Refunding Bonds on said date (or such later date as is established as provided herein) at the time specified, bids will be received for the Refunding Bonds on such other date and at such other time as shall be designated through the News Service. As an accommodation to bidders, telephone or email notice of the postponement of the sale date or dates or of a change in the principal payment schedule will be given to any bidder requesting such notice from the District's Financial Advisor, at the address and attention given above. Failure of any bidder to receive such supplementary notice shall not affect the legality of the sale.

The District further reserves the right to amend this Official Notice of Sale (the "Official Notice") and the terms of sale in any respect, upon notice thereof given through the News Service not later than the time bids are then scheduled to be received.

TERMS OF THE REFUNDING BONDS

Important Note: This notice will be submitted to i-Deal LLC for posting at i-Deal's website and in the Parity bid delivery system. In the event i-Deal's summary of the terms of sale of the Refunding Bonds disagrees with this Official Notice in any particulars, the terms of this Official Notice shall control (unless notice of an amendment hereto is given as described above).

Issue: The terms of issuance, principal and interest repayment, optional redemption, mandatory redemption, security, tax opinion, and all other information regarding the Refunding Bonds and the District are given in the Preliminary Official Statement which each bidder must have obtained and read prior to bidding for the Refunding Bonds. This notice governs only the terms of sale, bidding and closing procedures.

* Preliminary, subject to change.

Principal Payments:

Maturity Date (July 1)	Principal Amount
2017	\$2,140,000
2018	3,210,000
2019	3,345,000
2020	4,910,000
2021	2,300,000
2022	3,005,000
2023	3,105,000
2024	2,755,000
2025	2,865,000
2026	2,980,000
2027	8,015,000
2028	9,450,000
2029	10,530,000
2030	3,445,000
2031	3,525,000
2032	3,620,000
2033	3,720,000
2034	3,820,000
2035	1,310,000
2036	1,345,000
2037	1,385,000
2038	1,415,000
2039	1,455,000
2040	1,500,000
2041	1,540,000
2042	1,580,000
2043	1,625,000

Serial Bonds and/or Term Bonds: The Refunding Bonds shall be issued as serial maturities as shown in the table above, unless the bidder requests the creation of one or more term Refunding Bonds by combining any two or more consecutive serial maturities. For any term Refunding Bond, the amount of principal paid in each year as the mandatory sinking fund payment shall be the amount shown above as maturing in such year.

Adjustment of Principal Amounts: The principal amounts of each maturity of Refunding Bonds set forth above reflect certain estimates of the District and its Financial Advisor with respect to savings levels achieved and the likely interest rates of the winning bid and the premium contained in the winning bid. The aggregate price bid by the successful bidder will be adjusted by the Superintendent of the District or the Assistant Superintendent, Administrative Services of the District or any other official or employee of the District authorized by the Superintendent or the Assistant Superintendent, Administrative Services (each, an "Authorized District Representative") without consideration for the reoffering price by the successful bidder to the public of any individual maturity of the Refunding Bonds. THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATE BIDS OR ANY INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE STATED PRINCIPAL AMOUNTS.

Interest: Interest is payable on January 1 and July 1 of each year, commencing January 1, 2017. Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months from the date of the Refunding Bonds. Each Refunding Bond shall bear interest at the specified rate from its date to its stated maturity date, and all Refunding Bonds maturing at any one time shall bear the same rate of interest.

Bidders must specify the rate or rates of interest which the Refunding 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 a multiple of 1/8 or 1/20 of 1.00% per annum.
- (ii) Each interest rate must be greater than zero and no interest rate may exceed 5.00% per annum.
- (iii) The true interest cost ("TIC") to the District may not exceed 4.00%, calculated as provided in "TERMS OF SALE – Best Bid" herein.
- (iv) The present value of the debt service savings shall be at least 5.00% of the principal amount of the Prior Bonds.

Optional Redemption*: The Refunding Bonds maturing on or before July 1, 2026 shall not be subject to redemption prior to their respective stated maturity dates. Bonds maturing on and after July 1, 2027, shall be subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after July 1, 2026 without premium. If less than all of the Refunding Bonds are called for redemption, such Refunding Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District, and if less than all of the Refunding Bonds of any given maturity are called for redemption, the portions of such Refunding Bonds of a given maturity to be redeemed shall be redeemed by lot or as otherwise directed by the District.

TERMS OF SALE

Best Bid: The District requires the minimum level of debt service savings over the bonds to be refunded as set forth above in order to accept a bid for the Refunding Bonds and proceed with the refunding. If no bid provides the desired savings, all bids will be rejected.

The Refunding Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the interest rate or rates specified and the premium offered, if any. The best bid will be the bid which represents the lowest TIC to the District. The TIC is the discount rate which, when used to discount all debt service payments on the Refunding Bonds back to the date of such Refunding Bonds, results in an amount equal to the price bid for the Refunding Bonds. In the event that two or more bidders offer bids for the Refunding Bonds at the same lowest TIC, the Authorized District Representative will determine which bidder will be awarded the Refunding Bonds in consultation with the District's Financial Advisor. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any (*see* "TERMS OF THE REFUNDING BONDS—Serial Bonds and/or Term Bonds" above), 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

* Preliminary; subject to change.

award by the Authorized District Representative, as described herein under “TERMS OF THE REFUNDING 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.

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

(1) The bidder has received and reviewed the Preliminary Official Statement with respect to the Refunding Bonds (the “Preliminary Official Statement”) and as a condition to bidding on the Refunding 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) As of the date of its bid and as of the date of delivery of the Refunding 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 said depository.

Delivery of Bids: Each bid must be for not less than all of the Refunding Bonds hereby offered for sale. Bids for the Refunding Bonds must be for not less than the par value thereof. No bid will be accepted which contemplates the waiver of any interest or other concession by the bidder as a substitute for payment in full of the purchase price. Each bid must be in accordance with, and shall be deemed to incorporate, all of the terms and conditions set forth in this Official Notice of Sale. Bids may (but need not) be submitted on the bid form provided.

Each bid must state the aggregate purchase price of the Refunding Bonds and the interest rate applicable to each maturity thereof. Each bid may be for the par amount of the Refunding Bonds or more. The maximum TIC to the District of each bid may not exceed 4.00%, calculated as provided in “TERMS OF SALE – Best Bid” above.

Bids may only be delivered by electronic transmission via i-Deal/Parity, as follows:

Electronic Transmission: The District will accept bids in electronic form exclusively through i-Deal LLC’s Parity System (“Parity”). Each bidder submitting an electronic bid understands and agrees by doing so that it is solely responsible for all arrangements with 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. Bidders may contact Parity directly at (212) 849-5021 or at the Parity website: <https://www.newissuehome.i-deal.com>.

WARNINGS: The District assumes no responsibility for ensuring or verifying bidder compliance with Parity’s procedures. The Authorized District Representative shall be entitled to assume that any bid received via Parity has been made by a duly authorized agent of the bidder. The District, the Financial Advisor and Bond Counsel assume no responsibility for any malfunction of the Parity system, any failure of a bid to be received at the official time, or any error contained in any bid submitted electronically.

THE AUTHORIZED DISTRICT REPRESENTATIVE RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID, WHETHER DELIVERED BY ELECTRONIC TRANSMISSION IS TIMELY AND COMPLETE.

Multiple Bids: In the event multiple bids are received from a single bidder by any means or combination thereof, the Authorized District Representative shall accept the bid representing the lowest true interest cost to the District, and each bidder agrees by submitting any bid to be bound by such best bid.

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 Authorized District Representative.

Good Faith Deposit: The successful bidder shall be required to make a good faith deposit (the "Deposit") of \$100,000 by wire transfer in immediately available funds prior to the formal award not later than 12:00 p.m. on the next business day following the award, payable to the order of The Bank of New York Mellon Trust Company, N.A., as paying agent with respect to the Refunding Bonds, to secure the District from any loss resulting from the failure of the bidder to comply with the terms of its bid. The successful bidder shall use the following wiring instructions in connection with the Deposit:

The Bank of New York Mellon
ABA: 021000018
Acct: 4284888400
Account Name: IAS BOND PROCEEDS COI BJ
RE: Sequoia UHSD Good Faith
ATTN: Brian Jensen 214 468 6406

The Authorized District Representative does not endorse the use of a financial surety bond or any particular financial surety provider. The Authorized District Representative will accept a financial surety bond as a good faith deposit under the terms described herein solely as an accommodation to bidders, and it is understood and agreed by each bidder using such a bond that the bidder must make its own arrangements with the provider of the surety bond, including ensuring that evidence of the financial surety bond is provided to the District's Financial Advisor.

No interest will be paid upon the Deposit made by any bidder. Deposits of all bidders (except the successful bidder) will be returned by the District promptly following the award of the Refunding Bonds to the successful bidder. The Deposit of the successful bidder will, immediately upon acceptance of its bid, become the property of the District to be held and invested for the exclusive benefit of the District. The principal amount of such Deposit shall be applied to the purchase price of the Refunding Bonds at the time of delivery thereof.

If the purchase price is not paid in full upon tender of the Refunding Bonds, the successful bidder shall have no right in or to the Refunding Bonds or to the recovery of its Deposit, or to any allowance or credit by reason of such Deposit, unless it shall appear that such Refunding 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 District 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 District against the successful bidder arising from such failure. The District'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 District's actual damages are less than such amount.

Right of Rejection: The Authorized District Representative reserves the right to reject any and all bids and to waive any irregularity or informality in any bid which does not change the ranking

of the bids received. If the sale of the Refunding Bonds is cancelled or postponed, all sealed bids shall be returned unopened.

Prompt Award: The Authorized District Representative will take action awarding the Refunding Bonds or rejecting all bids not later than 24 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 Refunding Bonds through the facilities of DTC will be made to the successful bidder in New York, New York, as soon as the Refunding Bonds can be prepared, which it is estimated will be on or about September 22, 2016. Payment for the Refunding 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 or bidders. The cost of printing the Refunding Bonds will be borne by the District.

Right of Cancellation: The successful bidder shall have the right, at its option, to cancel its obligation to purchase the Refunding Bonds if the Refunding 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: It is expected that the successful bidder will apply for CUSIP identification numbers for the Refunding Bonds, and furnish such numbers to Bond Counsel. It is anticipated that such CUSIP numbers will be printed on the Refunding Bonds being delivered to DTC, but neither the failure to print such number on any Refunding 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 Refunding Bonds in accordance with the terms and conditions of its bid. All expenses in relation to the printing of CUSIP numbers on the Refunding Bonds shall be paid by the District, but the CUSIP Service Bureau charge for the assignment of such numbers 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, the 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 Refunding Bonds.

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

Certification of Reoffering Prices: Upon notification of award of the bid, the successful bidder shall provide initial offering prices for each maturity of the Refunding Bonds purchased (see form attached hereto as Exhibit A). Prior to Closing, as a condition to delivery of the Refunding Bonds, the successful bidder shall be required to provide to the District initial offering price information in form and substance as Bond Counsel may require, including: (i) certification that as of the date of sale, all of the Refunding Bonds purchased were expected to be reoffered in a bona fide public offering at stated initial offering prices; (ii) certification that all of the Refunding Bonds purchased were offered to the general public at the stated initial offering prices; and (iii) the first initial bona fide offering price at which at least 10% of each maturity of the Refunding Bonds purchased was sold to the general public, and identification

of any Bond maturity of which less than 10% was sold to the general public at its initial offering price. The successful bidder may also be asked to clarify any discrepancies between the initial offering prices and publicly available information relating to trades of the Refunding Bonds, and to explain the failure to sell at least 10% of each maturity of the Refunding Bonds to the public at the initial reoffering prices.

Litigation: There is no litigation pending concerning the validity of the Refunding Bonds, the corporate existence of the District or the entitlement to their respective offices of the officers who will execute the Refunding Bonds and other documents or certificates, or the power of the County to levy and collect taxes on behalf of the District for payment of, and to pay interest and principal on, the Refunding Bonds, and the District will furnish to the successful bidder or bidders a no-litigation certificate or certificates certifying the foregoing as of and at the time of the delivery of the Refunding Bonds.

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

Tax Matters: Orrick, Herrington & Sutcliffe LLP will render to the District its legal opinion with respect to tax-exemption of the interest paid on the Refunding Bonds. See the discussion of Tax Matters in the Official Statement hereinafter referred to. In the event that prior to the delivery of the Refunding Bonds (a) the income 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, or (b) any federal income tax law is adopted which will have a substantial adverse tax effect on holders of the Refunding Bonds as such, the successful bidder may, at its option, prior to the tender of the Refunding Bonds by the District, be relieved of its obligation to purchase the Refunding 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 District has authorized an official statement relating to the Refunding Bonds. A copy of the Preliminary Official Statement will be furnished upon request made to the Financial Advisor at the address given on page one of this notice. The Preliminary Official Statement has been “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 District will furnish to the successful bidder, at no expense to the successful bidder, up to 25 copies of the final Official Statement within seven business days of the award date.

Official Statement Certificate: The District will provide to the successful bidder for the Refunding Bonds a certificate, signed by an official of the District, confirming to the successful bidder that, to the best knowledge of such official, at the time of the acceptance of the bid for the Refunding Bonds, the Preliminary Official Statement did not, and at the time of delivery of the Refunding Bonds, 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 will be expressed concerning information contained in any of the Appendices except Appendix A regarding DTC and its book-entry only system, information provided by the County Tax Collector/Treasurer regarding County investments, information provided by the successful bidder regarding the underwriting, reoffering, and CUSIP identification numbers of the

Refunding Bonds, and information regarding any municipal bond insurance policy with respect to the Refunding Bonds and the provider thereof, as to all of which no view shall be expressed), and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the purchaser of the Refunding Bonds to rely upon the Official Statement in connection with the resale of the Refunding Bonds.

(Remainder of Page Intentionally Left Blank)

Continuing Disclosure Certificate: In order to assist bidders in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), the District will undertake, pursuant to a Continuing Disclosure Certificate, 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. Certain information concerning the District's compliance with its prior continuing disclosure undertakings during the last five years may be found in the Preliminary Official Statement in the section titled "Continuing Disclosure."

Dated: August 25, 2016.

SEQUOIA UNION HIGH SCHOOL DISTRICT

By: /s/ Enrique Navas
Assistant Superintendent,
Administrative Services

EXHIBIT A

FORM OF REOFFERING PRICE CERTIFICATE

_____, has acted as the underwriter (the "Underwriter") with respect to the Sequoia Union High School District (County of San Mateo, State of California) 2016 General Obligation Refunding Bonds (the "Bonds"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Tax Certificate to which this Certificate is attached as an exhibit. The Underwriter hereby certifies and represents the following:

1. As of September 1, 2016 (the "Sale Date"), the Underwriter (i) reasonably expected to make a bona fide offering of all of the Bonds at the prices set forth on the cover of the Official Statement (the "Initial Offering Prices") to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) and (ii) reasonably expected that the respective Initial Offering Price applicable to each maturity would be the first price at which at least 10% of such maturity of the Bonds would be sold. At the time the Underwriter agreed to purchase the Bonds, based upon then prevailing market conditions, we had no reason to believe any of the Bonds would be initially sold to the general public at initial offering prices greater than (or, in the case of obligations sold on a yield basis, at initial yields lower than) the Initial Offering Prices.

2. The aggregate of the Initial Offering Prices is \$_____. The Initial Offering Prices represent fair market prices for the Bonds as of the Sale Date.

3. As of the date of execution of this Certificate, all of the Bonds have actually been offered to the general public (excluding such bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) in a bona fide public offering at the Initial Offering Prices and the first price at which at least 10% of each maturity of the Bonds has been sold to the general public was the Initial Offering Prices [except for the _____ maturity(ies)].

[4. With respect to the maturity(ies) of the Bonds listed in the immediately preceding section, such Bonds were continuously offered to the general public at the Initial Offering Price(s) for a period of ___ hours after the Underwriter was awarded the Bonds (the "Initial Offering Period"), and the Underwriter made reasonable efforts to sell such Bonds to the general public at the Initial Offering Price(s) throughout the Initial Offering Period. During the Initial Offering Period such Bonds were not offered to bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers. Market conditions during the Initial Offering Period prevented a substantial amount of such Bonds from being sold at or above the Initial Offering Price(s).]

Dated: _____

[UNDERWRITER]

By _____
Authorized Representative