

NOTICE OF SALE

\$9,500,000*

**SANITARY DISTRICT NO. 2 OF MARIN COUNTY,
A SUBSIDIARY DISTRICT TO THE TOWN OF CORTE MADERA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION,
SERIES 2024**

**Date of Sale
Wednesday, September 25, 2024
8:30 a.m., California Time**

BIDS TO BE RECEIVED VIA PARITY®

**For further information, please contact:
NHA Advisors, LLC
4040 Civic Center Drive, Suite 200, San Rafael, California 94903,
Attn: Leslie Bloom, telephone: (415) 785-2025 ext. 2009,
email: leslie@NHAadvisors.com**

* Preliminary; subject to change.

\$9,500,000*
**SANITARY DISTRICT NO. 2 OF MARIN COUNTY,
A SUBSIDIARY DISTRICT TO THE TOWN OF CORTE MADERA
WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2024**

NOTICE IS HEREBY GIVEN that all-or-none bids will be received by the Sanitary District No. 2 of Marin County, a Subsidiary District to the Town of Corte Madera (the "District"), for the purchase of the captioned certificates of participation (the "Certificates"). All bids must be submitted via BiDCOMP™/Parity® ("Parity®"), the electronic bidding system, up to the time and at the place specified as follows:

TIME: 8:30 a.m., California Time

DATE: Wednesday, September 25, 2024

Bids for the purchase of the Certificates will be received and considered subject to the terms and conditions described herein.

Please note that the District reserves the right to cancel or reschedule the sale of the Certificates upon notice given through *Bloomberg News* or *Thomson Municipal Market Monitor* (www.tm3.com) at any time before the time for the receipt of bids, and if the sale is rescheduled, notice of the new sale date and time, if any, will be given through *Bloomberg News* or *Thomson Municipal Market Monitor* (www.tm3.com) no later than 10:00 a.m. California time the day prior to the new day bids are to be received, and bids will be received in the manner set forth above at the rescheduled date and time as the District may determine.

DESCRIPTION OF THE CERTIFICATES

EXECUTION AND DELIVERY. The Certificates will be executed and delivered in the original principal amount of \$9,500,000*, and bear interest from the date of their delivery, in full book-entry only form in denominations of \$5,000 and any integral multiple thereof, maturing as shown below under the caption "**MATURITY SCHEDULE.**" The Certificates are subject to optional prepayment, mandatory sinking fund prepayment and special mandatory prepayment prior to maturity as shown below under the caption "**PREPAYMENT.**" Prospective bidders should note that the terms of sale permit adjustment of individual maturities. See "**ADJUSTMENTS OF PRINCIPAL AMOUNTS**" below.

Reference is made to the Preliminary Official Statement (defined below) prepared in connection with the offering of the Certificates for a complete description of the Certificates.

INTEREST RATES AND MINIMUM BID. Interest will be calculated on the basis of a 360-day year composed of twelve 30-day months. Interest with respect to the Certificates shall accrue from their date at a rate or rates to be determined at the sale thereof. Interest with respect to the Certificates is payable semiannually on May 1 and November 1 in each year (the "Interest Payment Dates") commencing May 1, 2025. Bidders may specify any number of separate interest rates, and any rate may be repeated as often as desired; provided, however, that:

- (i) each interest rate specified must be in a multiple of 1/20 of 1% or 1/8 of 1%;
- (ii) the maximum interest rate bid for any maturity shall not exceed 6% per annum;
- (iii) a zero rate of interest cannot be specified;

* Preliminary, subject to change.

- (iv) interest with respect to each Certificate shall accrue from its dated date to its stated maturity date at the interest rate specified in the bid;
- (v) all Certificates of the same maturity date shall bear the same rate of interest;
- (vi) bidders may bid to purchase the Certificates from the District at a discount or with a premium; however, no bid will be considered if the bid is to purchase Certificates at an aggregate price less than 98%; and
- (vii) no bid will be accepted which contemplates the waiver of any interest or other concession by the bidder as substitute for payment in full of the purchase price.

Bids that do not conform to the terms of this paragraph will be rejected.

PAYMENT. Principal and interest with respect to the Certificates will be payable by The Bank of New York Mellon Trust Company, N.A., the trustee for the Certificates (the "Trustee"), in lawful money through the facilities of the Depository Trust Company, or its nominee.

AUTHORITY FOR ISSUANCE AND PURPOSE. The Certificates are being delivered pursuant to a Trust Agreement dated as of October 1, 2024, by and among the District, the Public Property Financing Corporation of California (the "Corporation") and the Trustee (the "Trust Agreement"). The Certificates represent direct, undivided fractional interests in Installment Payments to be made by the District to the Corporation (the "Installment Payments") under a Installment Sale Agreement, dated as of October 1, 2024, by and between the District and the Corporation (the "Installment Sale Agreement") and from amounts on deposit in certain funds and accounts established under the Trust Agreement. The proceeds of the Certificates will be used to (i) finance improvements to the District's wastewater collection and conveyance system (described in the Preliminary Official Statement) and (ii) pay the costs of delivering the Certificates.

DENOMINATIONS. The Certificates will be executed and delivered as fully registered Certificates in the denomination of \$5,000 each or any integral multiple thereof.

DATE OF CERTIFICATES. The Certificates will be dated their date of delivery (the "Closing Date"), which is anticipated to be on or about October 9, 2024.

MATURITY SCHEDULE⁽¹⁾. The Certificates will mature, or be subject to mandatory sinking fund prepayment, on May 1 in each of the years, and in the amounts, as set forth in the following table. The final principal amount of the Certificates, and the final amount of each maturity of the Certificates, is subject to increase or reduction as described below under the heading "**ADJUSTMENT OF PRINCIPAL AMOUNTS.**" Each bidder must specify in its bid whether, for any particular year, the Certificates will mature or, alternatively, be subject to mandatory sinking fund prepayment in such year.

<u>Maturity (May 1)</u>	<u>Principal Amount</u>
2025	\$140,000
2026	150,000
2027	160,000
2028	165,000
2029	175,000
2030	185,000
2031	195,000
2032	200,000
2033	210,000
2034	225,000
2035	235,000
2036	245,000
2037	260,000
2038	270,000
2039	285,000
2040	300,000
2041	315,000
2042	330,000
2043	345,000
2044	365,000
2045	380,000
2046	400,000
2047	420,000
2048	440,000
2049	465,000
2050	485,000
2051	505,000
2052	530,000
2053	550,000
2054	570,000
Total	\$9,500,000

⁽¹⁾ Preliminary, subject to change. See also "Adjustment of Principal Amounts" herein.

SERIAL CERTIFICATES AND/OR TERM CERTIFICATES: Bidders may provide that all the Certificates be executed and delivered as serial Certificates or may provide that any one or more consecutive annual principal amounts be combined into one or more term Certificates.

ADJUSTMENT OF PRINCIPAL AMOUNTS. The principal amounts set forth in this Notice of Sale reflect certain estimates of the District with respect to the interest rates of the winning bid and the premium, original issue discount and underwriting discount contained in the winning bid. Potential bidders will be notified via *Bloomberg News* or *Thomson Municipal Market Monitor* (www.tm3.com) not later than 1:00 p.m. (California time) on the business day prior to the date bids are to be received of any change to the principal payment schedule for the Certificates to be utilized for the bidding process. The final maturity schedule will be designed so that the financing objectives of the District will be met. The District reserves the right to increase or decrease the aggregate principal amount of the Certificates after determination of the winning bidder. Each principal payment is subject to increase or decrease in \$5,000 increments, without limitation.

The winning bidder will be promptly notified of any adjustment in principal amounts. The winning bidder may not withdraw its bid or change its interest rates bid as a result of any changes made to the principal amounts. Subsequent to the adjustment of principal payments, the dollar amount of the purchase price will be changed so that the net compensation to the winning bidder (expressed as a percentage of the aggregate principal amount of Certificates) does not increase or decrease from what it would have been if no adjustment had been made to the principal amounts, taking into consideration the reoffering yields for the different maturities. In the event of such adjustment, no rebidding or recalculation of bids submitted will be required or permitted.

OPTIONAL PREPAYMENT. The Certificates maturing on or before May 1, 2034, are not subject to optional prepayment prior to the respective stated maturities. The Certificates maturing on or after May 1, 2035, are subject to optional prepayment in whole or in part, on any date on or after May 1, 2034, from prepayments of the Installment Payments made at the option of the District under the Installment Sale Agreement. Certificates shall be subject to prepayment under this provision at a prepayment price equal to 100% of the principal amount of Certificates or portions thereof to be prepaid together with accrued interest represented thereby to the prepayment date, without premium.

MANDATORY SINKING FUND PREPAYMENT. Any bidder may, at its option, specify that one or more maturities of the Certificates will consist of term Certificates which are subject to mandatory sinking fund prepayment in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. In the event that the bid of the successful bidder (the "Purchaser") specifies that any maturity of Certificates will be term Certificates, such term Certificates will be subject to mandatory sinking fund prepayment on May 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITY SCHEDULE", at a prepayment price equal to the principal amount thereof to be paid together with accrued interest thereon to the prepayment date, without premium.

SPECIAL MANDATORY PREPAYMENT FROM INSURANCE AND SALE PROCEEDS. The Certificates are subject to mandatory prepayment, on any date, in whole, or in part on a pro rata basis among maturities, from the net proceeds of insurance, sale or condemnation credited towards the prepayment of the Installment Payments by the District under the Installment Sale Agreement. Certificates are subject to prepayment under this subsection at a prepayment price equal to the principal amount represented thereby to be prepaid, without premium, together with accrued interest represented thereby to the prepayment date.

BOOK ENTRY SYSTEM. The Certificates when delivered will be registered in the name of CEDE & CO., as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be initially delivered as one certificate for each of the maturities of the Certificates. DTC will be appointed depository for the Certificates and registered ownership of the Certificates may not thereafter be transferred except as provided in the procedures, rules and requirements established by DTC. The Trustee will pay payments of principal and interest to DTC for

subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Certificates.

SECURITY. The Certificates represent direct, undivided fractional interests in the Installment Payments made under the Installment Sale Agreement. Bidders are referred to the Preliminary Official Statement for further details as to the security for the Certificates.

NO RESERVE FUND. The District will not establish a debt service reserve fund for the Certificates.

TAX EXEMPTION. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel, subject, however to the qualifications set forth below, under existing law, the portion of the Installment Payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. It should be noted however, that the portion of the Installment Payments designated as and comprising interest and received by the owners of the Certificates may be subject to the corporate alternative minimum tax. In the further opinion of Special Counsel, the portion of the Installment Payments designated as and comprising interest and received by the owners of the Certificates is exempt from personal income taxation by the State of California. Bidders are referred to the Preliminary Official Statement for a description of the proposed opinion of Special Counsel.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986 (the "Tax Code") that must be satisfied subsequent to the delivery of the Certificates in order that such interest be, or continue to be, excluded from gross income for federal income tax purposes. The District will covenant to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of delivery of the Certificates.

DELIVERY OF CERTIFICATES. Delivery of the Certificates will be made to the Purchaser through the facilities of The Depository Trust Company in New York, New York (or at any other mutually agreeable location) on or about October 9, 2024. Payment must be made in cash, Federal Reserve Bank funds, or other immediately available funds.

QUALIFICATION FOR SALE; BLUE SKY. Compliance with blue sky laws shall be the sole responsibility of the Purchaser. The District will furnish such information and take such action not inconsistent with law as the Purchaser may request and the District shall deem necessary or appropriate to qualify the Certificates for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Purchaser; provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. The Purchaser will not offer to sell or solicit any offer to buy the Certificates in any jurisdiction where it is unlawful for such bidder to make such offer, solicitation or sale, and the bidder shall comply with the blue sky and other securities laws and regulations of the states and jurisdictions in which the bidder sells the Certificates.

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 Certificates will be charged the California Debt and Investment Advisory Commission ("CDIAC") fee.

PAYMENT OF DTC FEES: The District will submit or cause to be submitted all requisite documents to DTC for DTC-eligibility purposes. However, the Purchaser will be responsible for payment of all fees charged by DTC.

FILING FEES AND CLOSING COSTS: In addition to the CDIA and DTC fees, the Purchaser of the Certificates will be responsible for payment of fees incurred in connection with the issuance of the Certificates, including fees of the CUSIP Service Bureau charges, Municipal Securities Rulemaking Board ("MSRB"), Securities Industry and Financial Markets Association and similar underwriting fees and charges, if any.

CUSIP NUMBERS. It is anticipated that CUSIP numbers will be printed on the Certificates, but neither the failure to print such numbers on any Certificates nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Certificates in accordance with the terms thereof. Pursuant to MSRB Rule G-34, the District's municipal advisor will apply for CUSIP number assignment prior to the sale of the Certificates, but the cost shall be payable by the Purchaser.

PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT. The preliminary official statement, distributed in connection with the sale of the Certificates, dated September 17, 2024 (the "Preliminary Official Statement") has been deemed final by the District for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), but is subject to revision, amendment and completion in a final official statement (the "Final Official Statement") as provided in the Rule. Limited quantities of the Preliminary Official Statement will be furnished upon request made to the District's municipal advisor identified on the cover of this Notice of Sale. The District will deliver to the purchaser of the Certificates a certificate dated the Closing Date to the effect that the District has reviewed each of the Preliminary Official Statement and Final Official Statement and has determined that as of the date of each thereof, to the best of its knowledge and belief, each of the Preliminary Official Statement and Final Official Statement does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

An electronic copy of the Final Official Statement and up to 10 printed copies of the Final Official Statement will be furnished to the Purchaser at no charge within 7 business days after the award of the Certificates. If the Purchaser requests more than 10 copies of the Final Official Statement within 2 business days after the award of the Certificates, the District will provide such copies within 7 business days after the award as long as the Purchaser pays the related costs.

DISCLOSURE COUNSEL NEGATIVE ASSURANCE LETTER: The Purchaser will receive a negative assurance letter addressed to them regarding the Official Statement from Jones Hall, A Professional Law Corporation, who is representing the District as disclosure counsel, to the effect that, subject to the limitations set forth in the letter, no information has come to the attention of such counsel to cause such counsel to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE. The District will covenant to provide, by not later than nine months after the end of the District's fiscal year (currently April 1 based on the District's fiscal year end of June 30) and commencing April 1, 2025 with the report for the fiscal year ending June 30, 2024, an annual report which shall contain pertinent operating and financial information of the District relating to the Certificates as more fully described in the Preliminary Official Statement (the "Annual Report") and the Continuing Disclosure Certificate of the District dated the Closing Date, and to provide notices of the occurrence of certain enumerated material events. The Annual Report will be filed by the District or a dissemination agent (if the District has appointed such a dissemination agent) on behalf of the District with the Municipal Securities Rulemaking Board. The notices of material events will be filed by the District or dissemination agent on behalf of the District with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in the Preliminary Official Statement under the caption "**CONTINUING DISCLOSURE**" and in Appendix E – Form of Continuing Disclosure Certificate thereto. These covenants have been made in order

to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

NO LITIGATION CERTIFICATE. At the time of issuance of the Certificates, the District will certify there is no litigation pending concerning the validity of the Certificates, the Trust Agreement, the Installment Sale Agreement or any proceedings of the District with respect thereto, and that there are no lawsuits or claims pending against the District which will materially affect the District's finances.

TERMS OF SALE

Important Note: This notice will be submitted to i-Deal LLC ("i-Deal") for posting at the TM3 website and in the Parity bid delivery system. In the event i-Deal's summary of the terms of sale of the Certificates conflicts with this Notice of Sale in any particulars, the terms of this Notice of Sale (as amended, if necessary, with notice of any amendment hereto to be given as described above) shall control.

BASIS OF AWARD. Unless all bids are rejected as described in this Notice of Sale, the Certificates will be awarded to the responsible bidder whose bid produces the lowest true interest cost with respect to the Certificates. The true interest cost specified in any bid will be that rate which, when used in computing the present value of principal and interest to be paid on all Certificates from the expected date of delivery (which is assumed for computational purposes to be October 9, 2024), to their respective maturity dates, or mandatory sinking fund prepayment dates in the case of term Certificates, produces an amount equal to the purchase price (including any premium or original issue discount) specified in such bid. For purposes of computing the true interest cost represented by any bid, the purchase price specified in such bid shall be equal to the par amount of the Certificates plus any premium specified in such bid, less any original issue discount, and the true interest cost shall be calculated by the use of a semiannual interval of compounding interest based on the Interest Payment Dates for the Certificates.

The interest rates used in the true interest computation will be the interest rates stated in the bid.

If two or more bidders offer bids for the Certificates at the same lowest TIC, the District will determine in its sole discretion which bidder will be awarded the Certificates. Bid evaluations or rankings made by Parity are not binding on the District.

ALL OR NONE BID. Any prospective purchaser may submit a bid for the Certificates, provided that if any of the Certificates are bid for, then all of the Certificates must be bid for.

BOND INSURANCE. If the bidder proposes to purchase bond insurance for the Bonds, the bidder will be solely responsible for the payment of such bond insurance premium. Build America Mutual and Assured Guaranty have been provided information on the Certificates.

FORM OF BID. All bids for the Certificates must be unconditional and for not less than all of the Certificates offered for sale. Each bid must be in accordance with the terms and conditions set forth herein. Bids will only be accepted via *PARITY*® (the "Bid Service" or "Parity®") pursuant to this Notice until 8:30 a.m., California Time on the date set forth for receipt of bids. To the extent any instructions or directions set forth in *PARITY*® conflict with this Notice, the terms of this Notice shall control. For further information about *PARITY*®, potential bidders may contact the District's municipal advisor (see the cover page of this Notice of Sale for contact information).

ELECTRONIC BIDS. Only electronic bids submitted through Parity will be accepted. For further information about Parity, potential bidders may contact:

IHS Markit
450 West 33rd Street
New York, New York 10001
Phone: (212) 849-5023
Email: munis@ihsmarkit.com
Internet address: <http://www.newissuehome.i-deal.com>

If any provision of this Notice of Sale conflicts with information provided by the Bid Service, this Notice of Sale shall control. Each bidder submitting an electronic bid agrees by doing so that it is solely responsible for all arrangements with (including any charges by) the Bid Service and that the Bid Service is not acting as an agent of the District. Instructions for submitting electronic bids must be obtained from the Bid Service, and the District does not assume any responsibility for ensuring or verifying bidder compliance with the Bid Service's procedures. The District shall be entitled to assume that any bid received via the Bid Services has been made by a duly authorized agent of the bidder.

If a bidder submits an electronic bid for the Certificates, such bidder thereby agrees to the following terms and conditions:

(i) If any provision in this Notice of Sale with respect to the Certificates conflicts with information or terms provided or required by the Bid Service, this Notice of Sale, including any amendments issued through *Bloomberg News*, shall control;

(ii) each bidder shall be solely responsible for making necessary arrangements to access the Bid Service for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale;

(iii) the District shall not have any duty or obligation to provide or assure access to the Bid Service to any bidder, and the District shall not be responsible for proper operation of, or have any liability for, any delays, interruptions or damages caused by use of the Bid Service or any incomplete, inaccurate or untimely bid submitted by any bidder through the Bid Service;

(iv) the District is using the Bid Service as a communication mechanism, and not as an agent of the District, to conduct the electronic bidding for the Certificates;

(v) the Bid Service is acting as an independent contractor, and is not acting for or on behalf of the District;

(vi) the District is not responsible for ensuring or verifying bidder compliance with any procedures established by the Bid Service;

(vii) the District may regard the electronic transmission of a bid through the Bid Service (including information regarding the purchase price for the Certificates and interest rates for any maturity of the Certificates) as though the information were submitted and executed on the bidder's behalf by a duly authorized signatory;

(viii) if the bidder's bid is accepted by the District, this Notice of Sale and the information that is transmitted electronically through the Bid Service shall form a contract, and the bidder shall be bound by the terms of such contract; and

(ix) information provided by the Bid Service to bidders shall form no part of any bid or any contract between the winning bidder and the District unless that information is included in this Notice of Sale provided by the District.

WARNING REGARDING ELECTRONIC BIDS. THE DISTRICT WILL ACCEPT BIDS IN ELECTRONIC FORM SOLELY THROUGH PARITY®. EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH PARITY®, THAT THE DISTRICT NEITHER ENDORSES NOR EXPLICITLY ENCOURAGES THE USE OF PARITY®, AND THAT PARITY® IS NOT ACTING AS AN AGENT OF THE DISTRICT. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM PARITY®, AND THE DISTRICT ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF PARITY®. THE DISTRICT SHALL ASSUME THAT ANY BID RECEIVED THROUGH PARITY® HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE DISTRICT, THE MUNICIPAL ADVISOR AND SPECIAL COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR OPENED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE DISTRICT AT THE PLACE OF BID OPENING, AND THE DISTRICT SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY PARITY® AS THE OFFICIAL TIME.

TRUE INTEREST COST. Bidders are requested to supply a calculation of the true interest cost of the Certificates 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 District. The true interest cost specified in any bid will be that rate which, when used in computing the present value of all payments of principal and interest to be paid on all Certificates from the Closing Date (which is anticipated to be October 9, 2024) to their respective maturity dates or mandatory sinking fund prepayment dates, produces an amount equal to the purchase price (including any premium or original issue discount) specified in such bid.

VERIFICATION: All bids are subject to verification and approval by the District. The District has the absolute right, in its sole discretion, to deem final each bid as reported by Parity to be accurate and binding on the bidder immediately after the deadline for receipt of bids. Information or calculations provided by Parity other than the information required to be provided by the bidder in accordance with this Notice of Sale is for information purposes only and is not binding on either the bidder or the District.

DELIVERY AND PAYMENT. It is estimated that delivery of the Certificates will be made to the Purchaser on or about October 9, 2024. Payment of the purchase price must be made in funds immediately available to the District.

UNDERWRITING GROUP. Each bidder is requested to furnish the names of all joint managers participating in the bid. The Purchaser will be required to submit a list of all syndicate members in addition to the managers not later than 24 hours after receiving a verbal award.

RIGHT OF CANCELLATION OF SALE BY THE DISTRICT. The District reserves the right, in its sole discretion, at any time before the time for the receipt of bids to cancel the public sale of the Certificates. In such event, the District shall cause notice of cancellation of this invitation for bids and the public sale of the Certificates to be communicated through *Bloomberg News* or *Thomson Municipal Market Monitor (www.tm3.com)* as promptly as practicable. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the Certificates.

RIGHT TO MODIFY OR AMEND. The District reserves the right, in its sole discretion, to modify or amend this Notice of Sale including, but not limited to, the right to change the principal amount and principal amortization schedule of the Certificates being offered, however, such modifications or amendments shall be made not later than 10:00 a.m., California time, on the

business day prior to the bid opening and communicated through *Bloomberg News* or *Thomson Municipal Market Monitor* (www.tm3.com).

RIGHT OF POSTPONEMENT BY THE DISTRICT. The District reserves the right, in its sole discretion, to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement will be communicated through *Bloomberg News* or *Thomson Municipal Market Monitor* (www.tm3.com) not later than 10:00 a.m., California time, on the business day prior to any announced date for receipt of bids. If any date is postponed, any alternative sale date will be announced via *Bloomberg News* or *Thomson Municipal Market Monitor* (www.tm3.com) by 10:00 a.m. California Time on the business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit a bid for the purchase of the Certificates in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced by *Bloomberg News* or *Thomson Municipal Market Monitor* (www.tm3.com) at the time the sale date and time are announced.

RIGHT OF REJECTION. The District reserves the right, in its discretion, to reject any and all bids and to waive any irregularity or informality in any bid. The District retains absolute discretion to determine whether any bid is timely, complete or legible. The District takes no responsibility for informing any bidder prior to the time for receiving bids that its bid is incomplete, illegible or not received.

RIGHT OF CANCELLATION BY PURCHASER. The Purchaser will have the right, at its option, to cancel its purchase of the Certificates if the District fails to cause execution and delivery of the Certificates and tender the same for delivery within 60 days from the date of award thereof.

PROCESS OF AWARD. Notice of the award will be given promptly to the Purchaser (defined below). The District will take final action awarding the Certificates or rejecting all bids not later than twenty-four (24) hours after the time for receipt of bids, unless such time period is waived by the Purchaser.

The successful bidder will be deemed the Purchaser of the Certificates and will be bound by the terms of the contract to purchase the Certificates, which contract shall consist of: (a) this Notice of Sale; (b) the information that is transmitted electronically by the bidder through Parity®; and (c) any adjustments to the final principal amortization schedule and purchase price made as described under “**DESCRIPTION OF THE CERTIFICATES– ADJUSTMENT OF PRINCIPAL AMOUNTS.**”

CONFIRMATION OF BIDS: The Purchaser must deliver a signed copy of its bid confirming the terms of its bid to the District within one hour after receiving notice of the verbal award from the District. The signed copy of the bid shall be sent by electronic mail to NHA Advisors, LLC, 4040 Civic Center Drive, Suite 200, San Rafael, California 94903, Attn: Leslie Bloom, telephone: (415) 785-2025 ext. 2009, email: leslie@NHAadvisors.com.

REOFFERING PRICE CERTIFICATE AND ESTABLISHMENT OF ISSUE PRICE: By submitting a bid, the Purchaser confirms that each maturity of the Certificates has been or will be offered 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.

By submitting a bid, the Purchaser agrees to assist the District and Special Counsel in establishing the issue price of the Certificates. Prior to delivery of the Certificates, the Purchaser shall be required to provide to the District a reoffering price certification in form and substance similar to either the certificate attached as Appendix A to this Notice of Sale (if the “competitive sale requirements” described below have been met), the certificate attached as Appendix B to this Notice of Sale (if the competitive sale requirements have not been met and the Purchaser elects to use the 10% test to determine the issue price), or the certificate attached as Appendix C to this

Notice of Sale (if the competitive sale requirements have not been met and the Purchaser elects to use the hold-the-offering rule to determine the issue price). The certificates actually delivered will have such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the District and Special Counsel to accurately reflect, as applicable, the role of the signatory and the sales price or prices or the initial offering price or prices to the public of the Certificates. In addition, based on reasonable requests of Special Counsel, the Purchaser will provide information regarding its sales of the Certificates. For purposes of this paragraph, sales of the Certificates to other securities brokers or dealers will not be considered sales to the general public.

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

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

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

Bids will not be subject to cancellation if the competitive sale requirements are not satisfied.

If the competitive sale requirements are not satisfied, the District shall so advise the Purchaser. If the competitive sale requirements are not satisfied, the Purchaser shall advise the District if any maturity of the Certificates satisfies the 10% test (as defined below) as of the date and time of the award of the Certificates, and if the Purchaser has elected to apply the hold-the-offering-price rule (as defined below), the Purchaser shall notify the District, within one hour of the time of award of the Certificates, which maturities of the Certificates satisfy the 10% test and which maturities shall be subject to the hold-the-offering-price rule.

Competitive Sale Requirements Not Satisfied – 10% Test. If the competitive sale requirements are not satisfied, and the Purchaser does not elect to use the hold-the-offering-price rule, then the District shall treat the first price at which 10% of a maturity of the Certificates (the “10% test”) is sold to the public as the issue price of that maturity. Until the 10% test has been satisfied as to each maturity of the Certificates to which the 10% test shall apply, the Purchaser agrees to promptly report to the District the prices at which such unsold Certificates of that maturity have been sold to the public. That reporting obligation shall continue, whether the Closing Date has occurred, until the 10% test has been satisfied as to the Certificates of that maturity or until all Certificates of that maturity have been sold.

Competitive Sale Requirements Not Satisfied – Hold-the-Offering-Price Rule. If the competitive sale requirements are not satisfied, and 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 Certificates, that the underwriters will neither offer nor sell unsold Certificates of any maturity to which the hold-the-offering-price rule applies 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 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 Certificates to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the District when the underwriters have sold 10% of that maturity of the Certificates 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 5th business day after the sale date.

The District 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) if a selling group has been created in connection with the initial sale of the Certificates 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) if an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Certificates 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 Certificates.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public 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 Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public 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.

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

(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 Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),

(iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) 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), (B) 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 (C) 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 Certificates are awarded by the District to the Purchaser.

ADDITIONAL INFORMATION AVAILABLE. Requests for additional information about the Certificates, the District or the Corporation may be directed to the District’s Special Counsel, Jones Hall, attention: Chris Lynch, telephone (415) 391-5780; or the District’s municipal advisor (see the cover of this Notice of Sale for contact information).

APPROVED by the Board of Directors of the Sanitary District No. 2 of Marin County, a Subsidiary District to the Town of Corte Madera by resolution adopted August 20, 2024.

/s/ R. J. Suokko
District Manager

APPENDIX A
FORM OF REOFFERING PRICE CERTIFICATE*

TO BE DELIVERED IF COMPETITIVE SALE REQUIREMENTS ARE MET (I.E., 3 BIDS FROM COMPETITIVE PROVIDERS ARE RECEIVED)

\$ _____
**Sanitary District No. 2 of Marin County,
a Subsidiary District to the Town of Corte Madera
Wastewater Revenue Certificates of Participation, Series 2024**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Certificates”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Certificates to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule 1 (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Certificates used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Certificates. Attached as Schedule 1 is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Certificates.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Certificates.

2. Defined Terms.

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

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

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

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

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents **[SHORT NAME OF 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 Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Certificates, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

Dated: **[ISSUE DATE]**

[UNDERWRITER]

By: _____
Name and Title

SCHEDULE 1
BIDDING DOCUMENTATION AND INITIAL OFFERING PRICES

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APPENDIX B
FORM OF REOFFERING 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

\$ _____
**Sanitary District No. 2 of Marin County,
a Subsidiary District to the Town of Corte Madera
Wastewater Revenue Certificates of Participation, Series 2024**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ([“[SHORT NAME OF UNDERWRITER]”][the “Representative”]), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Certificates”).

1. **Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1.

2. **Defined Terms.**

(a) *Issuer* means the Sanitary District No. 2 of Marin County, a Subsidiary District to the Town of Corte Madera, California.

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

(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 Certificates. The Sale Date of the Certificates is [DATE].

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

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDEWRITING FIRM][the Representative’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 Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Certificates, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the

Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

Dated: **[ISSUE DATE]**

[UNDERWRITER]

By: _____
Name and Title

SCHEDULE 1

SALE PRICES

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APPENDIX C
FORM OF REOFFERING PRICE CERTIFICATE

TO BE DELIVERED IF COMPETITIVE SALE REQUIREMENTS ARE NOT MET (3
COMPETITIVE BIDS ARE NOT RECEIVED) AND PURCHASER ELECTS TO USE HOLD-THE-
OFFERING-PRICE FOR ISSUE PRICE

\$ _____
**Sanitary District No. 2 of Marin County,
a Subsidiary District to the Town of Corte Madera
Wastewater Revenue Certificates of Participation, Series 2024**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ([SHORT NAME OF UNDERWRITER]) [the “Representative”], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Certificates”).

1. Initial Offering Price of the Certificates.

(a) [SHORT NAME OF UNDERWRITER][The Underwriting Group] offered each Maturity of the Certificates to the Public for purchase at the respective initial offering prices listed in Schedule 1 (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule 1.

(b) As set forth in the [Bond Purchase Agreement][Notice of Sale and bid award], [SHORT NAME OF UNDERWRITER][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Certificates, [it][they] would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Certificates at a price that is higher than the respective Initial Offering Price for that Maturity of the Certificates during the Holding Period.

2. Defined Terms.

(a) *Holding Period* means, for each Maturity of the Certificates, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which [SHORT NAME OF THE UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Maturity of the Certificates to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means Sanitary District No. 2 of Marin County, a Subsidiary District to the Town of Corte Madera, California.

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

(d) *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% common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is [DATE].

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

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDEWRITING FIRM][the Representative'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 Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Certificates, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

Dated: [ISSUE DATE]

[UNDERWRITER]

By: _____
Name and Title

SCHEDULE 1
LISTING OF HOLD-THE-PRICE MATURITIES, INITIAL OFFERING PRICES AND
PRICING WIRE