



INVITATION TO BID SUMMARY PAGE

Issuer	Whitehall-Coplay School District (Lehigh County, Pennsylvania)
Amount	\$4,005,000* General Obligation Bonds, Series of 2019 (the “2019 Bonds”); and \$5,940,000* General Obligation Bonds, Series A of 2019 (the “2019A Bonds”) (collectively referred to as the “Bonds”)
Tax-Exempt	Yes
Bank Qualified	Yes
Form	DTC Book-Entry Only

*Preliminary, subject to change

Sale Date	6/12/2019
Award Date	6/12/2019
Dated Date	7/16/2019
Expected Settlement	7/16/2019
Sale Time	11:00 a.m. – 11:15 a.m. prevailing time
Bid Submission	PFMAuction.com

Interest Due	5/15, 11/15
Principal Due	11/15
1 st Interest Date	11/15/2019
Call Date	11/15/2024 @ Par
Minimum Bid Price	Not less than 98.80%
Maturity Reoffering Price	Not less than 99.00%
YTM Ascending Order	Yes

Issue Price Methodology	“Competitive Sale” exemption expected; if there are only 2 or less bidders, the “Hold the Price” methodology will be used (see “Establishment of Issue Price” herein)
Revocable Bids	No
Special Considerations	Two Minute Rule (see “Bidding Details” #2 herein)
Continuing Disclosure Compliance	For a five year filing history, see Preliminary Official Statement, “CONTINUING DISCLOSURE UNDERTAKING”.
Security	The Bonds constitute indebtedness incurred after the effective date of Act 1 and, therefore, no exception to the referendum requirement is expected for new taxes to pay the debt service on the Bonds if a tax increase greater than the Index is required. Please refer to the Preliminary Official Statement section “Status of the Bonds Under Act 1” for further details.
Good Faith Amount	\$99,450 fed funds to be wired by 3:00 p.m. on June 12, 2019

PFM Contact	Brad Remig or Wes Hall
PFM Email	remigb@pfm.com or hallw@pfm.com
PFM Phone	717-232-2723
PFM Fax	717-232-8610

PLEASE REFER TO THE FOLLOWING INVITATION TO BID FOR FURTHER DETAILS

INVITATION TO BID
(Subject to Amendment as Hereinafter Prescribed)
Dated as of June 5, 2019

WHITEHALL-COPLAY SCHOOL DISTRICT
(Lehigh County, Pennsylvania)
\$9,945,000* GENERAL OBLIGATION BONDS
Consisting of:
\$4,005,000* General Obligation Bonds, Series of 2019
\$5,940,000* General Obligation Bonds, Series A of 2019

Bonds Dated: Date of Delivery
Principal Due: November 15

Interest Due: May 15 and November 15
First Interest Payment: November 15, 2019

NOTICE IS GIVEN that the Board of School Directors (the "School Board") of the Whitehall-Coplay School District (the "School District" or the "Issuer"), a public school district located in Lehigh County, Pennsylvania, will receive bids, pursuant to this Invitation to Bid (the "Invitation to Bid"), for the purchase of an issue of general obligation bonds of the School District, in the aggregate principal amount of \$9,945,000* to be designated as follows: \$4,005,000* General Obligation Bonds, Series of 2019 (the "2019 Bonds") and \$5,940,000* General Obligation Bonds, Series A of 2019 (the "2019A Bonds") (collectively referred to as the "Bonds"). **All bids must be submitted in their entirety on PFM Financial Advisors LLC's ("PFM") PFMAuction website ("PFMAuction") prior to 11:15 a.m., prevailing time on June 12, 2019, unless otherwise extended by the two-minute rule described herein (see "Bidding Details").** The auction will begin at 11:00 a.m., prevailing time on **June 12, 2019**.

To bid via the PFMAuction website, bidders must (1) have completed the registration form on either the PFMAuction website or Grant Street Group website (parent of MuniAuction, herein referred to as MuniAuction), (2) have requested and received admission to the School District's auction, as described under "Registration and Admission to Bid" below, and (3) have an established industry reputation for underwriting new issuances of municipal bonds. The use of PFMAuction shall be at the bidder's risk and expense, and the School District shall have no liability with respect thereto.

1. Preliminary and Final Official Statement

The School District's Preliminary Official Statement ("POS"), dated June 5, 2019, will be available for viewing in electronic format on the PFMAuction website. The PFMAuction website address is www.PFMAuction.com. In addition, FINRA registered broker-dealers and dealer banks with DTC clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to June 12, 2019, elect to receive a photocopy of the POS in the mail by requesting it on the PFMAuction website or by calling the School District's financial advisor, PFM Financial Advisors LLC (the "Financial Advisor"), 213 Market Street, Harrisburg, Pennsylvania 17101 (P.O. Box 11813, Harrisburg, PA 17108) at (717)232-2723. In order to print a copy or request a photocopy of the POS from PFMAuction, click the "View POS" button on the PFMAuction Selections Page and follow the instructions. All bidders must review the POS and certify that they have done so prior to participating in the bidding.

The Preliminary Official Statement is deemed by the School District to be final as of its date, for purposes of SEC Rule 15C2-12(b)(1) under the Securities Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rates(s), selling compensation, aggregate principal amount of the Bonds, description of bond insurance, and any other terms or provisions to be determined from the successful bid(s) or depending on such matters, and the identity of the underwriter(s). The Preliminary Official Statement is, however, subject to such further revisions, amendments and completion in a Final Official Statement as may be necessary.

The School District shall provide a successful bidder with up to 200 conformed copies of a final official statement within seven (7) business days following the date of acceptance of the bid.

*Preliminary Issue Size, subject to change at time of award, as described in the Invitation to Bid.

Financial Advisor
PFM FINANCIAL ADVISORS LLC
213 Market Street
Harrisburg, PA 17101
(717) 232-2723

2. Types of Bids Allowed

Subject to the bid requirements described below, a bidder must submit a conforming bid for the entire issue, and if such bid is accepted by the School District, the bidder will be required to purchase the entire issue in accordance with such bid.

3. Final Issue Size and Final Maturity Schedule

Bidding will be conducted based on a Preliminary Issue Size and Preliminary Maturity Schedule, as said Issue Size and Maturity Schedule are shown in this Invitation to Bid. The School District reserves the right to determine the Final Issue Size and Final Maturity Schedule, and to award the Bonds based on the Final Issue Size and Final Maturity Schedule to the highest responsible bidder in accordance with the terms and conditions of

the Invitation to Bid. As a condition of each Bid, the bidder must expressly agree to accept such award provided that the Final Issue Size for the 2019 Bonds does not differ from the Preliminary Issue Size by an aggregate amount of more than \$500,000, and further provided that no single principal maturity for any year from 2020 - 2043 differs from the principal maturity set forth in the Preliminary Maturity Schedule by an amount greater than \$500,000 and for the 2019A Bonds does not differ from the Preliminary Issue Size by an aggregate amount of more than \$500,000, and further provided that no single principal maturity for any year from 2019 - 2033 differs from the principal maturity set forth in the Preliminary Maturity Schedule by an amount greater than \$500,000..

4. The Bonds

The Bonds will be dated the date the Bonds are issued, which is projected to be July 16, 2019. The Bonds will constitute nonelectoral debt of the School District pursuant to a debt-incurring Resolution to be adopted by the School District's Board of School Directors on June 10, 2019 (the "Resolution") in accordance with Pennsylvania's debt validation statute known as the Local Government Unit Debt Act, as amended (the "Debt Act"). The Bonds will be issued in fully registered form (without coupons), in denominations of \$5,000 or any integral multiple thereof, will be serial bonds as hereinafter described or term bonds, subject to the limitations herein regarding term Bonds, and will be stated to mature on November 15 of the following years in the amounts as finally determined in accordance with this Invitation to Bid (see "Bid Procedure and Award"). The Preliminary Maturity Schedule for the Bonds is as follows:

General Obligation Bonds, Series of 2019

<u>Year</u> <u>(November 15)</u>	<u>Principal Maturity</u> <u>Amount*</u>
2020	\$40,000
2021	40,000
2022	40,000
2023	45,000
2024	45,000
2025	45,000
2026	45,000
2027	50,000
2028	50,000
2029	40,000
2030	5,000
2031	5,000
2032	5,000
2033	5,000
2034	5,000
2035	50,000
2036	385,000
2037	395,000
2038	410,000
2039	425,000
2040	440,000
2041	460,000
2042	475,000
2043	500,000

General Obligation Bonds, Series A of 2019

<u>Year</u> <u>(November 15)</u>	<u>Principal Maturity</u> <u>Amount*</u>
2019	\$5,000
2020	5,000
2021	5,000
2022	5,000
2023	85,000
2024	85,000
2025	95,000
2026	100,000
2027	100,000
2028	105,000
2029	110,000
2030	115,000
2031	245,000
2032	4,085,000
2033	795,000

*Preliminary, subject to change at time of award.

5. Tax Exemption

In the opinion of Bond Counsel, under existing statutes, regulations and judicial decisions, interest on the Bonds is excluded from gross income for purposes of federal income taxation and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although in the case of corporations (as defined for federal income tax purposes) such interest is taken into account in determining adjusted current earnings for purposes of such alternative minimum tax. This opinion of Bond Counsel is subject to continuing compliance by the School District with its covenants in the Resolution and other documents to comply with requirements of the Internal Revenue Code of 1986, as amended and applicable regulations thereunder.

Bond Counsel is also of the opinion that under the laws of the Commonwealth of Pennsylvania as presently enacted and construed, the Bonds are exempt from personal property taxes in the Commonwealth of Pennsylvania and the interest on the Bonds is exempt from the Commonwealth of Pennsylvania Personal Income Tax and the Commonwealth of Pennsylvania Corporate Net Income Tax.

6. “Bank Qualified” Bonds under IRC Section 265

The School District will designate or deem designated all of the Bonds as “qualified tax-exempt obligations”, for purposes and effect contemplated by Section 265 of the Internal Revenue Code of 1986, as amended (relating to expenses and interest relating to tax-exempt income of certain financial institutions).

7. DTC Book Entry Only

The Bonds will be registered in the name of The Depository Trust Company (“DTC”) or its nominee, Cede & Co., and will be deposited with DTC or its nominee as of the date of closing. Purchasers of ownership interests in the Bonds (“Beneficial Owners”) will not receive physical delivery of bond certificates. The Beneficial Owners’ interests in the Bonds will be evidenced by book-entry only. As long as Cede & Co., as nominee for The Depository Trust Company (“DTC”) is registered owner of the Bonds, payments of principal, interest and redemption price on the Bonds will be made directly to DTC, through Cede & Co., as its nominee, which will, in turn, remit such payments to participants in DTC for subsequent disbursement to Beneficial Owners. See the POS for further information regarding the Book-Entry Only System.

8. Mandatory Redemption at the Option of the Bidder

Bidders may elect to structure the issue to include term bonds, which term bonds, if selected by the bidder, will be subject to mandatory redemption prior to maturity, in the years and amounts shown above, upon payment of 100% of the principal amount of Bonds to be redeemed, together with accrued interest to the date fixed for redemption. Bonds within a maturity to be redeemed shall be selected by lot by the paying agent. If the Bonds are awarded and no term bonds are designated in the winning bid, the Bonds will mature serially as shown in the preceding schedule.

9. Optional Redemption

The Bonds stated to mature on or after November 15, 2025, shall be subject to redemption prior to maturity, at the option of the School District, as a whole or in part, from time to time, (and if in part, in any order of maturity as selected by the Issuer and within a maturity by lot), on November 15, 2024, or on any date thereafter upon payment of a redemption price of 100% of the principal amount redeemed, plus accrued interest thereon to the date fixed for redemption. In the event that less than all Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the paying agent.

On the date designated for redemption, notice having been mailed as provided in the Resolution, and money for payment of the principal and accrued interest being held by the Paying Agent (hereinafter defined), interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners thereof shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption.

10. Redemption Procedures

Notice of any redemption may be conditional, and shall be given at the time and in the manner set forth in the Resolution and as described in the POS (subject to any changes made in the Final Official Statement). While the Bonds are registered in the name of DTC or its nominee, redemption notices shall be sent to DTC or its nominee. If less than all Bonds within a maturity are to be redeemed, which Bonds of such maturity are to be redeemed and which Beneficial Owners shall have their ownership interest in the Bonds redeemed shall be determined by DTC and the direct and indirect participants in DTC in accordance with their customary practices. For further information, see the POS.

11. Security

The Bonds will be general obligations of the School District, payable on a parity basis (pro rata) with each other and other existing and future general obligation debt of the School District from its tax and other general revenues. The School District will covenant that it will, to the fullest extent authorized under applicable law, provide in its budget in each year, and will appropriate from its general revenues of each year, the amount of the debt service on the Bonds for such year, and will duly and punctually pay or cause to be paid from the Sinking Funds established under the Resolution, or any other of its revenues or funds, the principal of every Bond and the interest thereon at the date and place and in the manner stated in the Bonds, and for such budgeting, appropriation and payment the School District will irrevocably pledge its full faith, credit and taxing power,

which taxing power presently includes the power to levy an annual ad valorem tax on all taxable property within the School District subject to the limitations imposed by law. (See ***"TAXING POWERS OF THE SCHOOL DISTRICT" including "The Taxpayer Relief Act (Act 1)" in the Preliminary Official Statement.***)

12. Municipal Bond Insurance and Credit Rating

The School District has applied for commitments for municipal bond insurance policies from the following:

Assured Guaranty Municipal (AGM)
Assured Guaranty Corp. (AGC)
Build America Mutual (BAM) ; and
Municipal Assurance Corp. (MAC)

Such commitments, if and when received, shall provide for policies of municipal bond insurance under such conditions and containing such terms as may be provided therein or in the policies of the respective insurers. Such commitments and/or policies as are received are incorporated herein by reference. If a commitment for insurance is received, the Bonds will be offered under an optional bidding program, whereby Bidders may bid for the Bonds with or without such insurance (and if multiple commitments are received, specifying the insurer). The School District has also applied for a municipal bond credit rating from S&P Global Ratings. Interested bidders can view the identity of insurers from whom commitments have been received and the cost of such insurance and the credit rating no later than the day before the date established for submission of bids on the Amendments Page of the PFMAuction website at www.PFMAuction.com. **The cost of such insurance and rating will be paid for by the School District.**

13. Paying Agent

The principal of and interest on the Bonds will be payable by the School District to the paying agent and sinking fund depository (the "Paying Agent" and "Sinking Fund Depository"), which is a bank or trust company named by the School District in the Resolution under the Book-Entry Only system, payment on the Bonds will be made by the Paying Agent via wire transfer to DTC.

14. Sinking Funds

A Sinking Fund will be established under the Resolution with the Paying Agent and Sinking Fund Depository for the Bonds, into which Sinking Fund there will be deposited funds sufficient for the payment of the principal of and the interest on the Bonds no later than the date fixed for the disbursement thereof.

15. Interest Rates and Limitations

The Bonds will bear interest from July 16, 2019, payable initially on November 15, 2019, and thereafter on May 15 and November 15 of each year until maturity or in the case of Bonds which shall be subject to redemption and which shall have been called for redemption and payment of the redemption price shall have been made or shall have been provided for, until the date fixed for redemption, at a rate or rates of interest to be specified by the bidder, in a multiple or multiples of one-eighth (1/8) or one-twentieth (1/20) of one per centum (1%)(rate of interest shall mean the coupon which does not take into account any original issue discount or premium); (1) all Bonds maturing on the same date shall bear interest at the same rate; (2) no Bond shall bear interest at more than one rate, or at any contingent or variable rate; and (3) no 2019 Bond maturing on or after November 15, 2027 shall bear an interest rate which is lower than the interest rate for the immediately preceding year in which a maturity falls within the period of 2026-2043 and no 2019A Bond maturing on or after November 15, 2023 shall bear an interest rate which is lower than the interest rate for the immediately preceding year in which a maturity falls within the period of 2022-2033. **For the purposes of clause four of the preceding sentence, interest rate shall mean yield to maturity taking into account any original issue discount or premium (and for this purpose only, yield need not be in a multiple of 1/8 or 1/20 of one percent).**

16. Minimum Bid

No bid shall be at a price of less than 98.80 percent of the aggregate maturing principal amount of the Bonds including both underwriter's discount and net original issue discount, but exclusive of accrued interest, which accrued interest from July 16, 2019 to the date of settlement, shall be payable to the School District by the purchaser on the date of settlement. **No initial reoffering price for any maturity may be less than 99.00%.** The winning bidder shall deliver a certificate at settlement in such form as satisfactory to Bond Counsel with respect to the initial offering prices or revised initial offering prices to the public (excluding bond houses, brokers and others acting in the capacity of underwriters or wholesalers) with respect to each maturity of the Bonds which the bidder has won.

17. Registration and Admission to Bid

To bid by PFMAuction, bidders must first visit the PFMAuction website where, if they have never registered with either PFMAuction or MuniAuction, they can register and then request admission to bid on the Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only FINRA registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with MuniAuction may call MuniAuction at (412) 391-5555 for their ID Number or password.

If any provisions of this Invitation to Bid shall conflict with information provided by MuniAuction as approved provider of electronic bidding services, this Notice of Sale, as it may be amended by the School District as described within, shall control.

18. Bids

No bid will be considered which does not offer to purchase all of the Bonds. Each bid must specify an annual rate of interest for each maturity and a dollar purchase price for the entire issue of the Bonds.

19. Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- 1) All bids must be submitted on the PFMauction website at www.PFMauction.com. **No telephone, telefax, telegraph or personal delivery bids will be accepted.**
- 2) If any bid in the auction becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such bid was received by PFMauction. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two minutes.
- 3) Bidders may change and submit bids as many times as they like during the bidding time period; provided, however, each and any bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid, when compared to the immediately preceding bid of such bidder. In the event that the revised bid does not produce a lower TIC with respect to a bid the prior bid will remain valid.
- 4) The last bid submitted by a bidder before the end of the bidding time period will be compared to all other final bids submitted by others to determine the winning bidder or bidders.
- 5) During bidding, no bidder will see any other bidder's bid, but bidders will be able to see the ranking of their bid relative to other bids (i.e., "Leader," "Cover," "3rd," etc.)
- 6) On the Auction Page, bidders will be able to see whether a bid has been submitted.
- 7) During bidding, a bidder will be able to see what issue price methodology is being utilized at the current time (see "Establishment of Issue Price" herein). In the event 2 or less bidders have submitted bids at any point during the auction, the issue price methodology displayed will say "Hold the Price". Once 3 or more bidders have submitted bids, the issue price methodology will be automatically updated to say "Competitive Sale Exemption". **All bidders, regardless of position or if they have previously submitted bids, will be able to see this issue price methodology information.** See "Notification of Competitive Sale Exemption During Auction" herein for more details.

20. Rules of PFMauction

The "Rules" of PFMauction can be viewed on the PFMauction website and are incorporated herein by reference. Bidders must comply with the Rules of PFMauction in addition to the requirements of this Invitation to Bid. To the extent there is a conflict between the Rules of PFMauction and this Invitation to Bid, this Invitation to Bid shall control.

21. Rules

- 1) A Bidder ("Bidder") submitting a winning bid ("Winning Bid") is irrevocably obligated to purchase the Bonds at the rates and prices of the winning bid, if acceptable to the Issuer, as set forth in the related Invitation to Bid. Winning Bids are not officially awarded to Winning Bidders until formally accepted by the Issuer.
- 2) Neither the Issuer, PFM nor MuniAuction (the "Auction Administrator") is responsible for technical difficulties that result in loss of Bidder's internet connection with PFMauction, slowness in transmission of bids, or other technical problems.
- 3) If for any reason Bidder is disconnected from Auction Page during the auction after having submitted a Winning Bid, such bid is valid and binding upon Bidder, unless the Issuer exercises its right to reject bids, as set forth herein.
- 4) Bids which generate error messages are not accepted until the error is corrected and bid is received prior to the deadline.
- 5) Bidders accept and agree to abide by all terms and conditions specified in the Invitation to Bid (including Amendments, if any) related to each auction.
- 6) Neither the Issuer, PFM nor the Auction Administrator is responsible to any bidder for any defect or inaccuracy in Invitation to Bid, Amendments, or Preliminary Official Statement as they appear on PFMauction.

- 7) Only Bidders who request and receive admission to an auction may submit bids. PFM and the Auction Administrator reserve the right to deny access to PFMAuction website to any Bidder, whether registered or not, at any time and for any reason whatsoever, in their sole and absolute discretion.
- 8) Neither the Issuer, PFM or Auction Administrator is responsible for protecting the confidentiality of a Bidder's PFMAuction password.
- 9) If two bids submitted in the same auction by the same or two or more different Bidders result in same True Interest Cost the first confirmed bid received by PFMAuction prevails. Any change to a submitted bid constitutes a new bid, regardless of whether there is a corresponding change in True Interest.
- 10) Bidders must compare their final bids to those shown on the Observation Pages immediately after the bidding time period ends, and if they disagree with the final results shown on the Observation Pages they must report them to PFMAuction within 15 minutes after the bidding time period ends. Regardless of the final results reported by PFMAuction, bonds are definitively awarded to winning bidders only upon official award by the Issuer. If, for any reason, the Issuer fails to: i) award bonds to the winner reported by PFMAuction, or ii) deliver bonds to winning bidders at settlement, neither the Issuer, PFM or the Auction Administrator will be liable for damages.

22. Definitions:

"Bid":	any confirmed purchase offer received by PFMAuction on or before the auction deadline.
"Bidder":	any underwriting firm registered with either PFMAuction or MuniAuction and approved for participation in auctions that has an established industry reputation for underwriting new issuances of municipal bonds
"Winning Bid":	any purchase offer made by a Bidder by clicking the "Submit Bid" button and received by PFMAuction which, at the end of the bidding time period, results in the lowest True Interest Cost in the auction and which is accepted to the School District.
"True Interest Cost":	calculation described in Invitation to Bid related to each auction which serves as basis for awarding bonds to Winning Bidders.

23. Bid Procedure and Basis of Award

Subject to the right reserved to the School District to reject any or all bids, the Bonds will be sold to the bidder whose bid produces the lowest true interest cost ("TIC") for the Issuer and otherwise complies with the Invitation to Bid. The TIC for the Bonds will be determined by doubling the semi-annual interest rate, compounded semiannually, necessary to discount the semiannual debt service payments from the payment dates to the dated date of the Bonds and to the aggregate purchase price, excluding interest accrued to the date of delivery.

In the event that a commitment for municipal bond insurance is received from AGC, AGM, BAM or MAC a bidder may elect to bid for the Bonds subject to the issuance of said policy of municipal bond insurance. In the event a bidder elects municipal bond insurance, the true interest cost of said bid shall be determined only after adjusting the bidder's aggregate purchase price by deducting therefrom the amount of said insurance premium. If municipal bond insurance is part of the Winning Bid, the School District shall pay the premium of such municipal bond insurance.

Revocable bids are NOT permitted.

Bids shall be presented by the Financial Advisor to the School District Administration on June 12, 2019, for approval in accordance with the Bond Resolution. Bids must remain valid until at least 9:00 a.m. June 13, 2019, and if accepted by the Board of School Directors of the School District prior to such time, shall be irrevocable except as otherwise provided in the Invitation to Bid.

24. Bid Security and Method of Payment for Bonds

The successful bidder will be required to wire \$99,450 to the School District as bid security by 3:00 p.m. on June 12, 2019. The Financial Advisor will contact the successful bidder to provide wire instructions for the bid security. The bid security will be retained by the Treasurer of the School District and: (a) will be applied, without allowance for interest, against the purchase price when the Bonds actually are delivered to and paid for by such successful bidder; or (b) will be retained by the School District as liquidated damages if the bidder defaults with respect to the bid; or (c) will be returned to the bidder with interest at the rate of three percent per annum, if the Bonds are not issued by the School District for any reason which does not constitute a default by the bidder. The balance of the purchase price shall be paid in Federal Funds.

25. Information Required from Winning Bidder; Reoffering Price

By making a bid for the Bonds, the winning bidder(s) agrees:

- (1) to provide to the School District, in writing, immediately upon being unofficially awarded the Bonds, a written confirmation of the bid in the form set forth in Exhibit A to this Invitation to Bid, as appropriate, which shall include the purchase price, reoffering yield(s), and other related information necessary for completion of the final Official Statement;

- (2) to disseminate to all members of the underwriting syndicate copies of the Official Statement,
- (3) to promptly file a copy of the final Official Statement with Municipal Securities Rulemaking Board;
- (4) sign a certificate dated the settlement date regarding issue price of the Bonds, a form of which is contained within Exhibit B and explained in more detail in the “Establishment of Issue Price” described herein; and
- (5) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Bonds to ultimate purchasers required by bond counsel.

26. Establishment of Issue Price

The winning bidder shall assist the School District in establishing the issue price of the Bonds and shall execute and deliver to the School District prior to Closing an “issue price” or similar certificate acceptable to Bond Counsel setting forth the reasonably expected initial offering price (the “Initial Public Offering Price”) to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the School District and Bond Counsel.

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

- 1) the Issuer 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 Issuer 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 Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

In the event that the School District receives bids from less than three bidders that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. The School District intends to treat the Initial Public Offering Price of each maturity of the Bonds as the issue price of that maturity (the “Hold-the-Price Methodology”). Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the Hold-the-Price Methodology in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the Initial Public 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 Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Price Methodology shall apply to any person at a price that is higher than the Initial Public Offering Price during the period starting on the sale date and ending on the earlier of the following:

- 1) the close of the fifth (5th) business day after the sale date; or
- 2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price for such maturity.

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of each maturity of the Bonds to the public at a price that is no higher than the Initial Public Offering Price, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The School 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-Price Methodology, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Methodology, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Price Methodology, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Methodology 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-Price Methodology as applicable to the Bonds.

By submitting a bid, each bidder confirms, in the event the Competitive Sale Requirements are not met, that:

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

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

- 1) “public” means any person other than an underwriter or a related party,
- 2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- 3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- 4) “sale date” means the date that the Bonds are awarded by the Issuer to the winning bidder.

27. Notification of Competitive Sale Exemption During Auction

During the auction process, there will be an indication once bids from at least three bidders have been received, thus fulfilling the minimum bid requirements of the competitive sale requirements. This will be appear in the bidder’s bidding page under the title “Issue Price Methodology:” and will automatically update to “Competitive Sale Exemption” once the minimum bid requirements of the competitive sale requirements have been met. If bids from two or less bidders have been received, the section will display “Hold the Price”. This message will be updated in live time during the auction process, notifying all bidders, regardless of rank or if they have previously submitted a bid, during the auction that the competitive sale exemption has been reached.

This notification is provided by the Issuer under the assumption that the remaining requirements for the competitive sale requirements have been met, including that i) the Issuer has disseminated this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters, ii) all bidders shall have an equal opportunity to bid; and iii) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

By submitting a bid, the bidder is confirming that it has an established industry reputation for underwriting new issuances of municipal bonds, thereby completing the full requirements of the competitive sale requirements assuming that at least 3 bidders submit bids.

28. Continuing Disclosure

In order to assist bidders in complying with S.E.C. Rule 15c2-12 (the “Rule”), the School District will undertake, pursuant to the Resolution and a Continuing Disclosure Agreement or Certificate to be executed and delivered on or before the Settlement Date, to provide annual reports and notices of specified events required by the Rule. A description of this undertaking will be set forth in the Preliminary Official Statement and the Final Official Statement.

29. Conditions of Closing

The enactment, at any time prior to the delivery of the Bonds, of Federal legislation which, by repeal or omission of exemptions or otherwise, shall cause the interest on the Bonds not to be excludable from gross income under Section 103 of the Code, at the election of the successful bidder, will entitle the successful bidder to the return of its bid security deposited with the bid without interest thereon.

As a condition to the obligation of the successful bidder to accept delivery of and pay for the Bonds, the successful bidder will be furnished the following documents: (i) within seven (7) business days following acceptance of the bid, sufficient copies of the Official Statement relating to the Bonds as are required by Rule 15C2-12(b)(3) under the Securities Exchange Act of 1934 (the cost of 200 of which shall be borne by the School District), which Official Statement shall be dated as of the date of sale of the Bonds and shall be similar in form and substance in all material respects to the Preliminary Official Statement referred to above, as amended or supplemented to the date and time of sale of the Bonds (inclusive of those amendments or supplements made from details contained in the successful bid(s) for purchase of the Bonds), (ii) a certificate signed by the President or Vice-President of the Board of Directors of the School District and dated as of the date of delivery of and payment for the Bonds certifying that (a) as of the date of the Official Statement furnished by the School District in relation to the sale of the Bonds, the Official Statement to the best of his knowledge did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, subject to the condition that, while information in the Official Statement obtained from sources other than the School District is not certified as to accuracy, completeness or fairness, the President or Vice-President has no reason to believe and does not believe that such information is materially inaccurate or misleading and (b) to his knowledge, since the date of the Official Statement, there has been no material adverse change in the general affairs of the School District or in its financial condition as set forth in the Official Statement other than as disclosed in or contemplated by the Official Statement; (iii) an opinion of the Solicitor of the School District, dated as of the date of delivery of and payment for the Bonds, that there is no litigation pending which challenges the validity or enforceability of the Bonds; or in the event that such litigation is pending, a description of the nature of such litigation, together with an opinion of legal counsel approved by the School District, to the effect that such litigation is without legal merit; (iv) a Tax Certificate or Regulatory Agreement, satisfactory to Bond Counsel, necessary to comply with Sections 103(b)(2) and 148 of the Code and applicable regulations promulgated thereunder; and (v) the approving opinion of Fox Rothschild LLP, of Blue Bell, Pennsylvania, Bond Counsel, stating among other things, that (a) under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under existing law, subject to conditions described under "Tax Exemption" in the Official Statement; and (b) under existing law, the Bonds are exempt from personal property taxes in the Commonwealth and the interest on the Bonds is exempt from the Commonwealth's Personal Income Tax and the Commonwealth's Corporate Net Income Tax.

30. Miscellaneous

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond 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 Bonds. The Bonds shall be available through the facilities of DTC and initially registered in nominee name of CEDE & Co. The purchasers shall not receive a certificate or bond form. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the School District. The School District also assumes responsibility for any CUSIP Service Bureau charge that may be imposed for the assignment of such numbers.

The School District, at its own expense, will provide for preparation of the Bonds and will pay the fees of the Paying Agent.

The Bonds will be delivered through the facilities of DTC or its agent on July 16, 2019, or such later date as shall be determined by the School District. The actual time of day and place of such delivery shall be such as shall be agreeable, mutually, to the School District and to the successful bidder.

The bidding for the Bonds will be conducted as "private sale upon invitation" as permitted by the Debt Act. Anyone who desires to be considered to be invited to make a bid shall contact the Financial Advisor on or before June 12, 2019. The School District shall receive and consider bids only from those who are invited.

The right is reserved to reject any or all bids, and to waive any informality, mistake, error or omission in any bid.

31. Amendment

The School District reserves the right to amend this Invitation to Bid, including the date and time for receipt of bids, at any time prior to 10:00 a.m. EST on the day of the sale by publishing the amendments on the PFMAuction website and via Munifacts.

32. Additional Information

Additional information and the Preliminary Official Statement relating to the Bonds may be obtained from the School District's Financial Advisor, PFM Financial Advisors LLC, 213 Market Street, Harrisburg, Pennsylvania, 17101, attention: Brad Remig or Wes Hall (717/232-2723). The Invitation to Bid and the Preliminary Official Statement may be viewed on the PFMAuction website. However, the School District makes no assurance or representation with respect to the form of the Invitation to Bid and the Preliminary Official Statement on the PFMAuction website, and no investment decision should be made in reliance thereon. Printed copies of the POS and the Invitation to Bid may be obtained from the Financial Advisor at the address and phone number stated above. Additional information relating to the auction or a private bidding tutorial may be obtained by calling the Auction Administrator, MuniAuction, at (412/391-5555).

WHITEHALL-COPLAY SCHOOL DISTRICT,
Lehigh County, Pennsylvania

By/ _____
President of the School Board

**EXHIBIT A
WINNING BID FORM**

June 12, 2019

**WHITEHALL-COPLAY SCHOOL DISTRICT
Lehigh County, Pennsylvania
\$9,945,000* GENERAL OBLIGATION BONDS
Consisting of:
\$4,005,000* General Obligation Bonds, Series of 2019
\$5,940,000* General Obligation Bonds, Series A of 2019**

Board of School Directors
Whitehall-Coplay School District
c/o PFM Financial Advisors LLC
213 Market Street
Harrisburg, PA 17101
(P. O. Box 11813, Harrisburg, PA 17108)
Fax #: (717) 232-8610

Ladies and Gentlemen:

Subject to the provisions of and in accordance with the terms of the Invitation to Bid, dated June 5, 2019 of the Whitehall-Coplay School District (the "School District") for its General Obligation Bonds, Series of 2019 and General Obligation Bonds, Series A of 2019 (the "Bonds"), which is incorporated herein and hereby made a part hereof:

We hereby agree to purchase all, but not less than all, of the \$9,945,000* aggregate principal amount of the Bonds described in the Invitation to Bid and to pay therefor the amount of \$_____ constituting _____% of the par value (face principal amount) of the Bonds, on the Bonds from June 12, 2019 to the date of their delivery. This offer is for the Bonds bearing interest at the rates, initial reoffering prices and yields and in the form of serial bonds and term bonds as follows:

General Obligation Bonds, Series of 2019

November 15	Principal Amount⁽¹⁾	Interest Rates	Initial Offering Price	Type (Serial/Sinker/Term)
2020	\$40,000	%	%	
2021	40,000	%	%	
2022	40,000	%	%	
2023	45,000	%	%	
2024	45,000	%	%	
2025	45,000	%	%	
2026	45,000	%	%	
2027	50,000	%	%	
2028	50,000	%	%	
2029	40,000	%	%	
2030	5,000	%	%	
2031	5,000	%	%	
2032	5,000	%	%	
2033	5,000	%	%	
2034	5,000	%	%	
2035	50,000	%	%	
2036	385,000	%	%	
2037	395,000	%	%	
2038	410,000	%	%	
2039	425,000	%	%	
2040	440,000	%	%	
2041	460,000	%	%	
2042	475,000	%	%	
2043	500,000	%	%	

General Obligation Bonds, Series A of 2019

November 15	Principal Amount⁽¹⁾	Interest Rates	Initial Offering Price	Type (Serial/Sinker/Term)
2019	\$5,000	%	%	
2020	5,000	%	%	
2021	5,000	%	%	
2022	5,000	%	%	
2023	85,000	%	%	
2024	85,000	%	%	
2025	95,000	%	%	
2026	100,000	%	%	
2027	100,000	%	%	
2028	105,000	%	%	
2029	110,000	%	%	
2030	115,000	%	%	
2031	245,000	%	%	
2032	4,085,000	%	%	
2033	795,000	%	%	

⁽¹⁾Aggregate principal amount and principal amortization amounts may be adjusted as set forth in the Invitation to Bid.

*Preliminary; subject to adjustment.

We acknowledge and have agreed that after we submit this proposal, the School District may modify the aggregate principal amount of the Bonds and/or the principal amounts of any maturity of the Bonds, subject to the limitations set forth in the Invitation to Bid.

We further acknowledge and have agreed that in the event that any adjustments are made to the principal amount of the Bonds, we will purchase all of the Bonds, taking into account such adjustments on the above specified terms of this proposal for the Bonds.

As the winning bidder, in accordance with the Invitation to Bid we shall wire \$99,450 to the School District, as security against any loss of the School District resulting from failure of the undersigned bidder to comply with terms of the bid.

As the winning bidder, we confirm that we have agreed to immediately furnish the additional information described under the caption "Information Required from Winning Bidder; Reoffering Price" in the Invitation to Bid.

As the winning bidder, we confirm that we have agreed to provide to the School District as soon as possible after the sale of the Bonds a complete list of syndicate members, if any, upon request, the actual allocation of the Bonds and the orders placed by the syndicate members.

We have noted that payment of the purchase price is to be made in immediately available Federal Funds at the time of delivery of the Bonds.

In the event we have bid on behalf of a bidding syndicate, we represent that we have full and complete authority to submit the bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group.

We desire _____ printed copies (not exceeding 200) of the Official Statement for the Bonds (as provided in the Invitation to Bid). We understand that we may obtain additional copies at our own expense.

We further certify (or declare) under penalty of perjury under the laws of the Commonwealth of Pennsylvania that our bid and this proposal is genuine, and not a sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuances of municipal bonds.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

City, State Zip: _____

Name: _____

Telephone: _____

Title: _____

Facsimile: _____

The above Bid is hereby accepted by the Board of School Directors of the Whitehall-Coplay School District, with Final Maturity Schedule as shown on the attached Exhibit A.

WHITEHALL-COPLAY SCHOOL DISTRICT
Lehigh County, Pennsylvania

By: _____
(Vice) President

Attest: _____
(Assistant) Secretary

(names of other account members, if any, are listed below)

ACCOUNT MEMBERS

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

EXHIBIT B
FORM OF ISSUE PRICE CERTIFICATE

COMPETITIVE SALE – AT LEAST THREE (3) BIDDERS

[DATE OF CLOSING]

ISSUE PRICE CERTIFICATE

Re: Competitive Sale of
_____ School District
_____ County, Pennsylvania
\$_____ Aggregate Principal Amount
General Obligation Bonds, Series of _____

DATED AS OF [DATE OF CLOSING]

The undersigned, on behalf of _____ (the “Winning Bidder”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”), which were awarded by the Issuer to the Winning Bidder in an online auction for the Bonds conducted by the Municipal Advisor on the Sale Date.

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

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

(b) The Winning Bidder was not given the opportunity to review other bids prior to submitting its bid (although the Winning Bidder was able to see its relative ranking to other bids submitted during the online auction process, in accordance with the rules of the auction).

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

2. ***Defined Terms.*** In addition to those capitalized terms and phrases defined above, the following capitalized terms and phrases used in this Certificate have the following meanings:

(a) *Bond Counsel* means Fox Rothschild LLP, Blue Bell, Pennsylvania.

(b) *Issuer* means the above-named issuer of the Bonds.

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

(d) *Municipal Advisor* means PFM Financial Advisors, LLC.

(e) *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.

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

(g) *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 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Winning Bidder’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Agreement and other federal tax-related certificates of the Issuer in connection with the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Information Return (8038 Series Form), and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

The undersigned executes and delivers this Issue Price Certificate on the date first set forth above.

[WINNING BIDDER]

By: _____
Authorized Officer or Representative

Name: _____

Title: _____

Attachments (2)

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

COMPETITIVE SALE – LESS THAN THREE (3) BIDDERS
(HOLD-THE-OFFERING-PRICE)

[DATE OF CLOSING]

ISSUE PRICE CERTIFICATE

Re: Competitive Sale of
_____ School District
_____ County, Pennsylvania
\$ _____ Aggregate Principal Amount
General Obligation Bonds, Series of _____

DATED AS OF [DATE OF CLOSING]

The undersigned, on behalf of _____ (the “Purchaser”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Initial Offering Price of the Bonds.***

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

(b) As set forth in the Invitation to Bid and bid award, the Purchaser has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds 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 Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. ***Defined Terms.*** In addition to those capitalized terms and phrases defined above, the following capitalized terms and phrases used in this Certificate have the following meanings

(a) *Bond Counsel* means Fox Rothschild, LLP, Blue Bell, Pennsylvania.

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

(c) *Issuer* means the above-named issuer of the Bonds.

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

(e) *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.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 201_.

(g) *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 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Agreement and other federal tax-related certificates of the Issuer in connection with the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Information Returns (8038 Series Form) for the Bonds, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

The undersigned executes and delivers this Issue Price Certificate on the date first set forth above.

[PURCHASER]

By: _____
Authorized Officer or Agent

Name: _____

Title: _____

Attachments (2)

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS
(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)