

REPRESENTATION LETTER

Community Facilities District No. 2004-3 of the San Jacinto Unified School District

The Community Facilities District No. 2004-3 of the San Jacinto Unified School District (the “**Community Facilities District**”) hereby certifies in connection with the Bond Purchase Agreement (the “**Purchase Agreement**”), dated [Pricing Date], 2019, by and between Stifel, Nicolaus & Company, Incorporated and the San Jacinto Unified School District Financing Authority, as follows (capitalized terms not otherwise defined herein shall have the meanings set forth in the CFD No. 2004-3 Indenture, dated as of June 1, 2019 (the “**CFD No. 2004-3 Indenture**”), by and between CFD No. 2004-3 and the Trustee, or the Purchase Agreement):

The Community Facilities District hereby represents and warrants to and agrees with the Underwriter that:

(a) The Community Facilities District is a community facilities district of the State of California (the “**State**”), duly organized and validly existing pursuant to the Constitution and laws of the State;

(b) The Community Facilities District had full legal right, power and authority to adopt the CFD No. 2004-3 Resolutions and the CFD No. 2004-3 Ordinance, and the Community Facilities District has, and as of the Closing will have, full legal right, power and authority (i) to execute, deliver and perform its obligations under the CFD No. 2004-3 Purchase Agreement, the CFD No. 2004-3 Indenture and the CFD No. 2004-3 Bonds (collectively, the “**CFD No. 2004-3 CFD Documents**”), (ii) to issue, sell and deliver the CFD No. 2004-3 Bonds to the Authority as provided in the CFD No. 2004-3 Purchase Agreement, and (iii) to carry out, give effect to and consummate the transactions contemplated by the CFD No. 2004-3 CFD Documents, the CFD No. 2004-3 Resolutions, the CFD No. 2004-3 Ordinance and the Official Statement;

(c) The Community Facilities District is, and as of the Closing will be, in compliance, in all material respects, with the CFD No. 2004-3 CFD Documents with respect to CFD No. 2004-3;

(d) The Board of Trustees of the San Jacinto Unified School District, acting as the Legislative Body of the Community Facilities District, has duly and validly adopted the CFD No. 2004-3 Resolutions and the CFD No. 2004-3 Ordinance and approved the execution and delivery of the CFD No. 2004-3 CFD Documents, and the performance by the Community Facilities District of its obligations contained therein, and the taking of any and all actions as may be necessary to carry out, give effect to and consummate the transactions contemplated by each of said documents. The CFD No. 2004-3 CFD Documents have been, or on or before the Closing will be, duly executed and delivered by the Community Facilities District, and, on the Closing, the CFD No. 2004-3 Bonds, when authenticated and delivered to the Authority in accordance with the CFD No. 2004-3 Indenture, and the CFD No. 2004-3 CFD Documents will constitute legally valid and binding obligations, enforceable against the Community Facilities District in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally;

(e) The Community Facilities District is not, and as of the Closing will not be, in breach of or in default under any applicable law or administrative rule or regulation of the State or of the

United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Community Facilities District to perform its obligations under the CFD No. 2004-3 CFD Documents;

(f) The adoption of the CFD No. 2004-3 Resolutions and the CFD No. 2004-3 Ordinance and the execution and delivery of the CFD No. 2004-3 CFD Documents, the CFD No. 2004-3 Bonds or any other applicable agreements and the other instruments contemplated by any of such documents to which the Community Facilities District is a party, and compliance with the provisions thereof, did not and will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or of the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Community Facilities District to perform its obligations under the CFD No. 2004-3 CFD Documents;

(g) Except as may be required under the “blue sky” laws of any state, all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute conditions precedent to, or the absence of which would materially adversely affect, the ability of the Community Facilities District to perform its obligations under any of the CFD No. 2004-3 CFD Documents, or any other applicable agreements, have been obtained and are in full force and effect;

(h) The CFD No. 2004-3 Bonds, the CFD No. 2004-3 Indenture, the CFD No. 2004-3 Ordinance and the CFD No. 2004-3 Resolutions conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement, and which will be contained in the Official Statement as of the Closing and, when delivered to and paid for by the Authority on the Closing Date as provided herein, the CFD No. 2004-3 Bonds will be validly issued and outstanding;

(i) The Special Taxes constituting the security for the CFD No. 2004-3 Bonds have been duly and lawfully authorized and may be levied under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 and following of the Government Code of the State) and the Constitution of the State, and such Special Taxes, when levied, will constitute valid and legally binding liens on the parcels within the Community Facilities District on which they have been levied;

(j) There are no outstanding special tax liens levied by the Community Facilities District against any of the properties within the Community Facilities District which are senior to the Special Taxes referred to in paragraph (i) hereof, and the Community Facilities District has no present intention of conducting further proceedings leading to the levying of additional special taxes or assessments against any of the properties within the Community Facilities District;

(k) As of the date thereof, the Preliminary Official Statement (other than information with respect to The Depository Trust Company and the book-entry system, as to which the Community Facilities District does not express any view) did not contain any untrue statement of a material fact or omit a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and the Official Statement (other than information with respect to The Depository Trust Company and the book-entry system, as to which the Community Facilities District

does not express any view) does not and, as of the Closing Date, will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(l) Until the date which is 25 days after the End Date, if any event shall occur of which the Community Facilities District is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements contained in the Official Statement, in light of the circumstances existing at such time, not misleading, the Community Facilities District shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, as required by the Purchase Agreement;

(m) The CFD No. 2004-3 Indenture will create a valid pledge of and lien upon the Net Special Tax Revenues and any other amounts (including proceeds of the sale of the CFD No. 2004-3 Bonds), held in the Bond Fund, the Reserve Fund and the Special Tax Fund, to secure the payment of the principal of, premium, if any, and interest on the CFD No. 2004-3 Bonds, subject in all cases to the provisions permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(n) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending, or to the knowledge of the Community Facilities District threatened in any way, affecting the existence of the Community Facilities District or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the CFD No. 2004-3 Bonds, the application of the proceeds thereof, or the collection or application of Special Taxes pledged or to be pledged to pay the principal of and interest on the CFD No. 2004-3 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the CFD No. 2004-3 Resolutions, the CFD No. 2004-3 Ordinance or the CFD No. 2004-3 CFD Documents, or any action of the Community Facilities District contemplated by any of said documents, or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the Community Facilities District or its authority with respect to the CFD No. 2004-3 Resolutions, the CFD No. 2004-3 Ordinance or the CFD No. 2004-3 CFD Documents, or any action of the Community Facilities District contemplated by any of said documents, or which would adversely affect the exemption of interest paid on the CFD No. 2004-3 Bonds from federal income taxation or State personal income taxation, nor to the knowledge of the Community Facilities District is there any basis therefor;

(o) The Community Facilities District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Series 2019 Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; *provided, however*, the Community Facilities District shall not be required to register as a dealer or a broker of securities or consent to the jurisdiction of any state of the United States of America, other than the State;

(p) Any certificate signed by any authorized official of the Community Facilities District authorized to do so shall be deemed a representation and warranty by the Community Facilities District to the Underwriter as to the statements made therein;

(q) During the period from the date hereof until the Closing, the Community Facilities District agrees to furnish the Underwriter copies of any documents it files with any regulatory authority which are requested by the Underwriter;

(r) The Community Facilities District is not in default, nor has the Community Facilities District been in default at any time, as to the payment of principal or interest with respect to an obligation issued by the Community Facilities District or with respect to an obligation guaranteed by the Community Facilities District as guarantor;

(s) The Community Facilities District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Community Facilities District is a bond issuer whose arbitrage certificates may not be relied upon;

(t) The Community Facilities District will apply the proceeds from the sale of the CFD No. 2004-3 Bonds as set forth in and for the purposes specified in the CFD No. 2004-3 Indenture; and

(u) The Community Facilities District will undertake, pursuant to the CFD No. 2004-3 Indenture, to provide the Authority with such information and data concerning the Community Facilities District as is necessary to enable the Authority to comply with the Continuing Disclosure Agreement.

[Pricing Date], 2019

Very truly yours,

**COMMUNITY FACILITIES DISTRICT NO. 2004-3
OF THE SAN JACINTO UNIFIED SCHOOL
DISTRICT**

By: _____

Name: Seth Heeren,

Title: Assistant Superintendent of Business
Services