

OFFICIAL NOTICE INVITING BIDS

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CITY OF SAN JOSE FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A
(CIVIC CENTER GARAGE AND MUNI WATER BUILDING PROJECTS)

NOTICE IS HEREBY GIVEN that electronic bids will be received by the City of San José Financing Authority (the “Authority”) for the purchase of all but not less than all of the [\$[PAR]]* principal amount of City of San José Financing Authority Lease Revenue Bonds, Series 2025A (City Center Garage and Muni Water Building Projects) (the “Bonds”). The 2025A Bonds will be awarded to the responsible bidder submitting the highest price for the 2025A Bonds, which highest price shall be that resulting in the lowest true interest cost for the 2025A Bonds. Bidders are required to bid on all or none of the 2025A Bonds. All bids must be submitted through S&P Global’s BiDCOMP/PARITY® Competitive Bidding System (“Parity”) up to the time specified below unless postponed or cancelled as described herein:

Date of Sale: [Tuesday, August 12, 2025] at [9:00a.m.], California time.
The 2025A Bonds are offered in the manner described herein,
subject to postponement as described herein.

Electronic Bids: Bids must be submitted only through Parity at <https://newissue.muni.spglobal.com>. Parity will act as an agent of the bidder and not of the Authority in connection with the submission of bids. The Authority assumes no responsibility or liability for bids submitted through Parity.

Good Faith Deposit: The successful bidder will be required to make a Good Faith Deposit in the amount of \$485,000 not later than two (2) hours following the notification of the Authority’s intent to award to such bidder. If such deposit is not received by such time, the award of sale may be rescinded by the Authority.

No Facsimile or Other Bids: No bids will be accepted by facsimile, hand delivery or any method other than as described above.

THE RECEIPT OF BIDS ON [AUGUST 12, 2025], MAY BE CANCELLED OR POSTPONED AT OR PRIOR TO THE TIME BIDS ARE TO BE RECEIVED. NOTICE OF SUCH CANCELLATION OR POSTPONEMENT WILL BE COMMUNICATED BY THE CITY THROUGH MUNIOS AND/OR PARITY AS SOON AS PRACTICABLE FOLLOWING SUCH POSTPONEMENT OR CANCELLATION.

If any date of sale is postponed, notice of the new date and time established for receipt of bids will be given through the MuniOS website at www.munios.com (“MuniOS”) and Parity as soon as practicable following a postponement and no later than 1:00 p.m., California time, on the business day preceding the new date for receiving bids.

* Preliminary; subject to change.

As an accommodation to bidders, notice of such postponement and of the new date and time established for the receipt of bids will be given to any bidder upon request made to the Authority's municipal advisor, Public Resources Advisory Group (the "Municipal Advisor") by contacting Jocelyn Mortensen at (510) 339-3212 or jmortensen@pragadvisors.com. The failure of any bidder to receive such supplemental notice shall not affect the sufficiency of any such notice or the legality of the sale. See "TERMS OF SALE – Right to Cancel Sale of 2025A Bonds" and "– Right to Postpone Sale of 2025A Bonds."

The Authority reserves the right to modify or amend this Official Notice Inviting Bids in any respect, including, without limitation, increasing or decreasing the principal amount of any maturity of the 2025A Bonds and adding or deleting maturity dates; provided, that any such modification or amendment will be communicated through MuniOS and Parity not later than 1:00 p.m., California time, on the business day preceding the date for receiving bids. Failure by any person to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale. Bidders are required to bid upon the 2025A Bonds as so modified or amended. See "TERMS OF SALE – Right to Modify or Amend."

The Preliminary Official Statement for the 2025A Bonds (the "Preliminary Official Statement") is in a form deemed final by the Authority and the City of San José, California (the "City") within the meaning of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for the omission of certain information permitted to be omitted therefrom pursuant to Rule 15c2-12, but is subject to revision, amendment and completion in a final Official Statement. The Preliminary Official Statement is available on MuniOS.

Bidders are referred to the Preliminary Official Statement for additional information regarding the Authority, the City, the 2025A Bonds, the security for the 2025A Bonds and other matters. See "TERMS OF SALE – Official Statement and Other Information." Capitalized terms used and not defined in this Official Notice Inviting Bids shall have the meanings ascribed to them in the Preliminary Official Statement.

This Official Notice Inviting Bids will be available on MuniOS and Parity. In the event the summary of the terms of sale of the 2025A Bonds that are described on Parity conflict in any respect with this Official Notice Inviting Bids, the terms of this Official Notice Inviting Bids shall control, unless a notice of an amendment is given as described herein.

Issue; Book-Entry Only. The 2025A Bonds will be dated the date they are delivered (the "Closing Date") and will consist of fully registered bonds in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the 2025A Bonds maturing at any one time. The 2025A Bonds will be issued pursuant to an Indenture of Trust dated as of August 1, 2025, by and between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee"), relating to the 2025A Bonds (the "Indenture"). The Closing Date is anticipated to occur on [August 28, 2025].

The 2025A Bonds will be issued in book-entry form only, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in the maturities described below under the caption "MATURITIES." Purchasers will not receive certificates representing their interest in the 2025A Bonds. Payments of principal and interest will be made by the Trustee, to DTC for subsequent

disbursement to DTC Participants who are obligated to remit such payments to the Beneficial Owners of the 2025A Bonds. The fees and charges of DTC shall be borne by the successful bidder.

Maturities. The 2025A Bonds will mature or be subject to mandatory sinking fund redemption on June 1 in each of the years [2026 to 2055], inclusive, as set forth in the following table. Each bidder may specify in its bid whether, for any particular year, the 2025A Bonds will be term bonds subject to mandatory sinking fund redemption in the applicable principal amount set forth in the bid form.

<i>Maturity Date (June 1)</i>	<i>Principal Amount*</i>	<i>Maturity Date (June 1)</i>	<i>Principal Amount*</i>
2026		2041	
2027		2042	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	
2038		2053	
2039		2054	
2040		2055	

The Authority reserves the right to change the principal payment schedule set forth above for the 2025A Bonds after the determination of the winning bidder therefor, by adjusting one or more of the principal payments of the 2025A Bonds, in increments of \$5,000, or eliminating maturities in their entirety, as determined in the sole discretion of the Authority as further described in this Official Notice Inviting Bids. See “TERMS OF SALE – Adjustment of Principal Amounts after Receipt of Bids.”

Redemption. The 2025A Bonds are subject to optional, extraordinary and mandatory sinking fund redemption prior to maturity. See “THE 2025A BONDS – Redemption” in the Preliminary Official Statement.

Interest. Interest on the 2025A Bonds will be payable on each June 1 and December 1, commencing [December 1, 2025]. Other criteria for setting the maturity amounts of the 2025A Bonds are described under the “TERMS OF SALE” below.

Payments. The 2025A Bonds will be issued in book-entry-only form registered in the name of Cede & Co. (as nominee of DTC). Prior to the Closing Date, the 2025A Bonds, in the form of a single certificate for each maturity of 2025A Bonds, will be delivered to DTC. Payment of the purchase price by the successful bidder for the 2025A Bonds must be made by wire transfer to the Trustee, or other third party as directed by the Authority in writing, for the benefit of the Authority in

* Preliminary; subject to change.

immediately available funds. Any expense of providing immediately available funds, whether by transfer of Federal Reserve Bank funds or otherwise, shall be borne by the successful bidder. Upon closing, the Trustee shall notify DTC of receipt of payment by the successful bidder, at which time DTC (in accordance with the Letter of Representations described below) will credit the account of the successful bidder and process the book-entry deliveries to the accounts of the subsequent purchasers of interests in the 2025A Bonds.

To induce DTC to accept the 2025A Bonds as eligible for the book-entry-only form of issuance, the Authority has heretofore executed a Letter of Representations with DTC setting forth the terms and conditions of, and procedures for, the book-entry-only form of issuance. The successful bidder shall complete and provide to DTC's Underwriting Department the Eligibility Questionnaire in the form required by DTC not later than five (5) business days prior to Closing Date.

Purpose of Issue. The 2025A Bonds will be issued to (i) [refund the outstanding City of San José Financing Authority Lease Revenue Bonds, Series 2013B (Civic Center Garage) (the "2013B Bonds"), (ii)] refinance Tax-Exempt Lease Revenue Commercial Paper Notes, Series 1 ("Series 1 Notes") issued by the Authority to finance, on an interim basis, the construction of a new Administration and Operations Building, and the acquisition, construction and installation of related capital improvements, for the Water Resources Division (the "Muni Water Project"), (iii) to finance additional costs of the Muni Water Project, and (iv) pay the costs incurred in connection with the issuance of the 2025A Bonds. See "INTRODUCTION" and "FINANCING PLAN" in the Preliminary Official Statement.

Security for the 2025A Bonds. The 2025A Bonds will be payable from and secured by a first pledge of and lien on Revenues (as defined in the Indenture). Revenues generally consist of lease payments (the "Lease Payments") to be made by the City for the right to use certain real property (collectively, the "Leased Property") pursuant to a Lease Agreement dated as of August 1, 2025 (the "Lease"), between the City, as lessee, and the Authority, as lessor. Lease Payments will be subject to complete or partial abatement in the event and to the extent that there is substantial interference with the City's right to use and occupy the Leased Property or any portion thereof.

Neither the faith and credit nor the taxing power of the City, the Authority or the State of California, or any political subdivision thereof, is pledged to the payment of the 2025A Bonds. The obligation of the City to make the Lease Payments does not constitute a debt of the City or the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the City or the State of California is obligated to levy or pledge any form of taxation or for which the City or the State of California has levied or pledged any form of taxation. The Authority has no power to tax. See "SECURITY AND SOURCES OF PAYMENT FOR THE 2025A BONDS" in the Preliminary Official Statement.

Tax-Status of the 2025A Bonds; Bond Counsel Opinion. In the opinion of Anzel Galvan LLP, San Francisco, California ("Bond Counsel"), under existing law and subject to certain qualifications described in the Preliminary Official Statement, the interest on the 2025A Bonds is excludable from gross income for federal income tax purposes. In addition, interest on the 2025A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, interest on the 2025A Bonds may affect the federal alternative minimum tax applicable to certain corporations. In the further opinion of Bond Counsel, interest on the 2025A Bonds is exempt from California personal income taxes.

At the time of issuance of the 2025A Bonds, Bond Counsel expects to deliver an opinion for the 2025A Bonds in substantially the form set forth in Appendix E to the Preliminary Official Statement. Bidders are referred to the Preliminary Official Statement for a description of the proposed opinion of Bond Counsel. The opinion of Bond Counsel approving the validity of the 2025A Bonds will be furnished to the successful bidder without cost.

Ratings. The 2025A Bonds have received ratings of “___” by Moody’s Investors Service, “___” by S&P Global Ratings, and “___” by Fitch Ratings.

Such ratings reflect only the view of such organizations, and an explanation of the significance of such ratings and any outlook assigned to or associated with these ratings, may be obtained from the respective rating agency. There is no assurance that any such rating will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by such organizations, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2025A Bonds.

TERMS OF SALE

Form of Bid for the 2025A Bonds. Each bid for the 2025A Bonds must be delivered through Parity. Each bid must be unconditional and in accordance with the terms and conditions set forth herein or permitted herein.

Electronic Bids. Electronic bids must conform with the procedures established by Parity. Solely as an accommodation to bidders, electronic bids will be received exclusively through Parity in accordance with this Official Notice Inviting Bids, but no bid will be received after the times specified herein for receiving bids. To the extent any instructions or directions set forth in Parity conflict with this Official Notice Inviting Bids, the terms of this Official Notice Inviting Bids shall control.

The Authority retains absolute discretion to determine whether any bid is timely and complete.

WARNING REGARDING ELECTRONIC BIDS. *The Authority will accept bids in electronic form solely through Parity on the Official Bid Form created for such purpose. Each bidder submitting an electronic bid understands and agrees that by doing so it is solely responsible for all arrangements with Parity, and that Parity is not acting as an agent of the Authority. Instructions and forms for submitting electronic bids must be obtained from Parity, and the Authority assumes no responsibility for ensuring or verifying bidder compliance with the procedures of Parity. The Authority shall assume that any bid received through Parity has been made by a duly authorized agent of the bidder.*

None of the Authority, the City, the Municipal Advisor or Bond Counsel assume any responsibility for any error contained in any bid submitted electronically, or for the 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 Authority at the place of bid receipt, and the Authority shall not be required to accept the time kept by Parity as the official time.

Interest Rates. Bidders must specify the rate or rates of interest which the 2025A Bonds will bear, subject to the following limitations:

- (1) no 2025A Bond may bear an interest rate greater than 8% per annum;
- (2) no 2025A Bond may bear a rate of interest of 0% per annum;
- (3) no 2025A Bond may bear more than one rate of interest per annum;
- (4) the interest rate specified must be a multiple of one-eighth of one percent (1/8%) or one-twentieth of one percent (1/20%); and
- (5) the 2025A Bonds must bear interest at the rate per annum specified in the bid from its date to its fixed maturity date.

Purchase Price. The purchase price bid for the 2025A Bonds shall not be less than ____%, nor greater than ____%, of the par amount of the 2025A Bonds.

Initial Reoffering Prices. The successful bidder must promptly, in any case not later than 60 minutes after receiving the notice of award, submit information specifying the initial reoffering price of each maturity in the bid for the 2025A Bonds. See also “TERMS OF SALE – Prompt Award” and “– Establishment of Issue Price” below.

Mandatory Sinking Fund Redemption. Any bidder may, at its option, specify that one or more maturities of the 2025A Bonds will consist of term bonds that are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder, provided that no term 2025A Bonds shall have a final maturity date of later than [June 1, 2034] (the first optional redemption date), if sinking fund redemptions with respect thereto commence on or prior to [June 1, 2034]. In the event that the bid of the successful bidder specifies that any maturity of the 2025A Bonds will be a term bond, such term bond will be subject to mandatory sinking fund redemption on June 1 in each applicable year in the principal amount for such year as set forth above under the heading “MATURITIES,” at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

Right of Rejection. The Authority reserves the right, in its discretion, to reject any and all bids and, to the extent permitted by law, to waive any irregularity, non-conformity or informality in any bid.

Award, Delivery and Payment. The Authority will take action awarding the 2025A Bonds or rejecting some or all bids for the 2025A Bonds not later than 27 hours after the time herein prescribed for the receipt of bids, unless such time is waived by the successful bidder. Notice of award will be given promptly by telephone by the Authority to the successful bidder, confirmed by a Certificate of Award. The 2025A Bonds will be awarded by the Authority to the lowest responsible bidder for the 2025A Bonds, considering the rate or rates specified and the premium offered, if any. The lowest bidder for the 2025A Bonds shall be the bidder submitting the price resulting in the lowest true interest cost. The true interest cost will be the nominal interest rate which, when computed semiannually and used to discount the total debt service payments on the 2025A Bonds to the date of the 2025A Bonds, results in an amount equal to the price bid for the 2025A Bonds

(assuming that any term 2025A Bonds are redeemed as scheduled pursuant to mandatory sinking fund payments) at the interest rate or rates specified in the bid. In the event that two or more bidders have bid the same interest cost, the award shall be made at the discretion of the Authority, subject to the other provisions of this Official Notice Inviting Bids.

It is expected that the 2025A Bonds will be delivered to the successful bidder on or about [August 28, 2025]. The 2025A Bonds will be delivered through the facilities of DTC. The successful bidder shall pay for the 2025A Bonds on the date of delivery in immediately available federal funds. Any expenses for providing federal funds shall be borne by the purchaser. Payment on the delivery date shall be made in an amount equal to the price bid for the 2025A Bonds, less the amount of the Good Faith Deposit.

Good Faith Deposit. A Good Faith Deposit in the amount of \$485,000 for the 2025A Bonds, payable to the order of the Authority, is required from the successful bidder subsequent to the award of the 2025A Bonds. The successful bidder is required to wire transfer such amount not later than two (2) hours following the notification of the Authority's intent to award to the successful bidder. If the Good Faith Deposit is not received by such time, the award of sale may be rescinded by the Authority. No interest on the Good Faith Deposit will accrue to the successful bidder. The Good Faith Deposit will be applied to the purchase price of the 2025A Bonds.

The Authority disclaims any liability for funds sent by wire transfer, except for any willful misconduct or reckless disregard for its duties. If after the award of the 2025A Bonds, the successful bidder fails to complete the purchase on the terms stated in its bids, unless such failure of performance shall be caused by any act or omission of the Authority, any amount received from such bidder by the Authority shall be retained by the Authority as liquidated damages, and the successful bidder agrees that it shall forfeit such Good Faith Deposit in order to effectuate the purposes of the Authority's competitive bidding process. No interest will be paid by the Authority upon the Good Faith Deposit made by any bidder.

List of Members of Account. Bidders are requested to list on the bid form the names of the members of the account on whose behalf the bid is made.

CUSIPs. The Municipal Advisor will timely apply for CUSIP numbers with respect to the 2025A Bonds as required by Municipal Securities Rulemaking Board's Rule G-34. The successful bidder will be responsible for the cost of assignment of such CUSIP numbers and any CUSIP Service Bureau charges related to the 2025A Bonds awarded to the successful bidder. The successful bidder shall also notify the CUSIP Service Bureau as to the final structure of the 2025A Bonds.

It is anticipated that CUSIP numbers will be printed on the 2025A Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the 2025A Bonds in accordance with the terms hereof.

Expenses of Successful Bidder. In addition to the cost related to CUSIP numbers, the successful bidder will be responsible for its respective statutory fee to the California Debt and Investment Advisory Commission (California Government Code Section 8856), DTC charges and all its other expenses related to the purchase and delivery of the 2025A Bonds to the successful bidder. The cost of preparing the 2025A Bonds will be borne by the Authority.

Establishment of Issue Price for 2025A Bonds. (a) The winning bidder of the 2025A Bonds shall assist the Authority in establishing the issue price of the 2025A Bonds and each shall execute and deliver to the Authority at Closing an “issue price” certificate setting forth the reasonably expected initial offering price to the public of the 2025A Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A. All actions to be taken by the Authority under this Official Notice Inviting Bids to establish the issue price of the 2025A Bonds may, at the direction of the Authority, be taken on behalf of the Authority by the Municipal Advisor and any notice or report to be provided to the Authority may also be provided to the Municipal Advisor.

(b) The Authority 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 2025A Bonds) will apply to the initial sale of the 2025A Bonds (the “Competitive Sale Requirements”) because the Authority expects all of the following requirements will be satisfied:

- (1) the Authority has disseminated this Official Notice Inviting Bids to potential purchasers in a manner that is reasonably designed to reach potential purchasers;
- (2) all bidders will have an equal opportunity to bid; and
- (3) the Authority will receive bids from at least three purchasers of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds.

Any bid submitted pursuant to this Official Notice Inviting Bids shall be considered a firm offer for the purchase of the 2025A Bonds, as specified in the bid. In addition, by submitting a bid, each bidder is certifying that it has an established industry reputation for underwriting new issuances of municipal bonds.

In the event that the Competitive Sale Requirements are not satisfied, the Authority or the Municipal Advisor will so advise the winning bidder. The Authority will treat the first price at which 10% of a maturity of the 2025A Bonds (the “10% test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder will advise the Authority if any maturity of the 2025A Bonds satisfies the 10% test as of the date and time of the award of the 2025A Bonds. The Authority will not require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the 2025A Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. **Bidders should prepare their bids on the assumption that all of the maturities of the 2025A Bonds will be subject to the 10% test in order to establish the issue price of the 2025A Bonds.**

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the 2025A Bonds, the winning bidder agrees to promptly report to the Authority the prices at which the unsold 2025A Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the 2025A Bonds of that maturity or until all 2025A Bonds of that maturity have been sold.

No Litigation. To the best knowledge of the Authority, no litigation is pending against the Authority with service of process accomplished, or threatened in writing, against the Authority

concerning the validity of the 2025A Bonds, or questioning the political existence of the Authority or seeking to restrain or enjoin the issuance or execution of the 2025A Bonds. The Authority will furnish to the successful bidder a certificate as to the foregoing as of the time of the original delivery of the 2025A Bonds.

No Bond Insurance. The successful bidder may not purchase municipal bond insurance in connection with the initial offering of the 2025A Bonds.

Certification Relating to the Official Statement. The Authority and the City will deliver to the successful bidder certificates of an officer of the Authority and the City, dated the Closing Date, stating that, as of the date thereof, to the best knowledge and belief of said officer, the 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 therein, in light of the circumstances under which they were made, not misleading.

Continuing Disclosure. The City will covenant for the benefit of the owners of the 2025A Bonds to cause certain financial information and operating data relating to the City and notices of the occurrence of certain listed events to be provided in order to assist the successful bidder in complying with Rule 15c2-12. The specific nature of the financial information, operating data and listed events to be disclosed on an ongoing basis is summarized in the Preliminary Official Statement.

Official Statement and Other Information. The Preliminary Official Statement may be viewed at www.munios.com. Copies of the Indenture, this Official Notice Inviting Bids and the Preliminary Official Statement will also be furnished upon request made to the Municipal Advisor, Public Resources Advisory Group at 1999 Harrison Street, Suite 1800, Oakland, California 94612, telephone: (510) 339-3212, e-mail: jmortensen@pragadvisors.com.

The Preliminary Official Statement is in a form deemed final by the Authority and the City within Rule 15c2-12 except for the omission of certain information permitted to be omitted therefrom pursuant to Rule 15c2-12, but is subject to revision, amendment and completion in a final Official Statement.

Bidders will be required to confirm their consent to delivery of the Preliminary Official Statement in electronic form and their review of a complete copy of the Preliminary Official Statement, as a condition to the acceptance of their bid by the Authority. The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Upon the sale of the 2025A Bonds, the Authority will publish the Official Statement in substantially the same form as the Preliminary Official Statement subject to additions, deletions, and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date for the 2025A Bonds, but in no event later than seven (7) business days after the sale date of the 2025A Bonds, the Authority will provide the successful bidder with an electronic copy of the Official Statement in a portable document format configured to allow the document to be saved, viewed, printed and retransmitted by electronic means. The successful bidder agrees to supply the Authority all pricing information necessary to complete the Official Statement within 24 hours after the award

of the 2025A Bonds. Additional copies of the final Official Statement may be obtained at additional cost.

By making a bid for the 2025A Bonds, the successful bidder agrees (1) to disseminate to all members of the underwriting syndicate copies of the final Official Statement, including any supplements prepared by the Authority, (2) to promptly file a copy of the final Official Statement, including any supplements prepared by the Authority, with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (as provided by Rule 15c2-12); and (3) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the 2025A Bonds and the Official Statement to ultimate purchasers.

The Authority undertakes that for a period equal to the lesser of (a) 25 days following the end of the “underwriting period” as defined in Rule 15c2-12; or (b) 90 days after the date of delivery of the 2025A Bonds it will (i) apprise the successful bidder of all material developments, if any, occurring with respect to the Authority after delivery of the 2025A Bonds; and (ii) if requested by the successful bidder, prepare a supplement to the final Official Statement with respect to any material development. The Authority will presume, unless notified in writing by the successful bidder, the end of the underwriting period will occur on the date of the delivery of the 2025A Bonds.

Sales Outside of the United States. The successful bidder must undertake responsibility for compliance with any laws or regulations of any foreign jurisdiction in connection with any sale of the 2025A Bonds to persons outside the United States.

Closing Documents and Legal Opinions. Each bid will be understood to be conditioned upon the Authority furnishing to each successful bidder, without charge, concurrently with payment for and delivery of the 2025A Bonds, the following closing documents, each dated the date of such delivery:

(a) the opinion of Anzel Galvan LLP, Bond Counsel to the Authority, in substantially the form attached to the Preliminary Official Statement as Appendix D;

(b) the opinion of Anzel Galvan LLP, as Disclosure Counsel to the Authority and the City, substantially to the effect that: We are not passing upon and have not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Official Statement and are, therefore, unable to make any representation to you in that regard. Based on our participation in conferences prior to the date of the Official Statement with representatives of the Authority and others, during which the content of the Official Statement and related matters were discussed, our reliance on the oral and written statements of the Authority and others, our review of and reliance upon the documents, certificates, instructions and records and the opinions of counsel described above and our understanding of applicable law, and subject to the limitations on our role as Disclosure Counsel to the Authority and the City, we advise you as a matter of fact but not opinion that no information has come to the attention of the attorneys in the firm representing the Authority and the City on this matter that caused us to believe that the Official Statement (excluding therefrom the following, as to which we express no view: financial, demographic, statistical, economic, engineering or demographic data; forecasts, numbers, charts, tables or graphs; projections, estimates assumptions and expressions of opinions; information about feasibility, valuation, appraisals, absorption, real estate, archaeological or environmental matters; information relating to DTC and its book-entry only system; CUSIP numbers; and the Appendices to the Official Statement except

Appendix A and Appendix B thereto) as of its date contained, or as of the date hereof contains, any untrue statement of a material fact, or as of its date omitted, or as of the date hereof 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. We advise you that, in providing advice and assistance as Disclosure Counsel to the Authority and the City, we performed no independent diligence using the MSRB's Electronic Municipal Market Access website (or otherwise) to determine, and we express no view regarding, the compliance of the Authority, the City, or their related entities, with any obligation to file annual reports or provide notice of events, each as described in Rule 15c2-12. Finally, we advise you that, other than reviewing the various certificates and opinions delivered in connection with the issuance of the 2025A Bonds, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement.

(c) the opinion of the City Attorney of the City, acting on behalf of the Authority solely in their official capacity and not personally, that, to the best knowledge of the City Attorney, no litigation is pending against the Authority with service of process accomplished, or threatened in writing, against the Authority concerning the validity of the 2025A Bonds, or questioning the political existence of the Authority or seeking to restrain or enjoin the issuance or execution of the 2025A Bonds;

(d) the opinion of the City Attorney of the City, acting solely in their official capacity and not personally, that, to the best knowledge of the City Attorney, no litigation is pending against the City with service of process accomplished, or threatened in writing, against the City concerning the validity of the Lease, or questioning the political existence of the City or seeking to restrain or enjoin the execution and delivery of the Lease.

(e) a certificate of an appropriate official of the Authority acting on behalf of the Authority solely in his or her official capacity and not personally, that as of the date of the Official Statement pertaining to the 2025A Bonds and at all times subsequent thereto up to and including the time of delivery of the 2025A Bonds to the initial purchaser thereof, such Official Statement, together with any amendments thereto, did not contain any untrue statement of 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;

(f) a certificate of an appropriate official of the City acting on behalf of the City solely in his or her official capacity and not personally, that as of the date of the Official Statement pertaining to the 2025A Bonds and at all times subsequent thereto up to and including the time of delivery of the 2025A Bonds to the initial purchaser thereof, such Official Statement, together with any amendments thereto, did not contain any untrue statement of 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;

(g) a receipt of the Trustee showing that the purchase price of the 2025A Bonds, including interest, if any, accrued to the date of delivery thereof, has been received by the Authority; and

(h) a Continuing Disclosure Certificate of the City, described under the caption "Continuing Disclosure" above.

Qualification for Sale; Blue Sky. Compliance with blue sky laws shall be the sole responsibility of the successful bidder. The Authority will furnish such information and take such action not inconsistent with law as the successful bidder may request and the Authority shall deem necessary or appropriate to qualify the 2025A Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the successful bidder; *provided, however*, that the Authority will 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 successful bidder will not offer to sell or solicit any offer to buy, the 2025A Bonds, in any jurisdiction where it is unlawful for the successful bidder to make such offer, solicitation or sale, and the successful bidder shall comply with the blue sky and other securities laws and regulations of the states and jurisdictions in which the successful bidder sells the 2025A Bonds.**

Adjustment of Principal Amounts After Receipt of Bids. The principal amounts set forth in this Official Notice Inviting Bids reflect certain estimates of the Authority with respect to the likely interest rates of the winning bid and the premium, if any, contained in the winning bid. The Authority reserves the right to change the principal payment schedule set forth under the caption “Maturities” above for the 2025A Bonds after the determination of the winning bidder therefor, by adjusting one or more of the principal payments of the 2025A Bonds, in increments of \$5,000, or eliminating maturities in their entirety, as determined in the sole discretion of the Authority. Any such adjustment of principal payments with respect to the 2025A Bonds will be based on the schedule of principal payments provided by the Authority to be used as the basis of bids for the 2025A Bonds. Any such adjustment will not change the average per 2025A Bond dollar amount of the underwriter’s discount. Any such adjustment will be communicated to the winning bidder as soon as practicable following the notification of award by the Authority. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted, and no winning bid may be withdrawn, and no successful bidder will be permitted to change any of the interest rates in its bid.

Right to Cancel Sale of 2025A Bonds. The Authority reserves the right, in its sole discretion, to cancel the public sale of the 2025A Bonds at or prior to the time bids are to be received. In such event, the Authority shall cause notice of cancellation of this Official Notice Inviting Bids and the public sale of the 2025A Bonds to be communicated on MuniOS and Parity as soon as practicable following such postponement or cancellation. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the 2025A Bonds.

Right to Postpone Sale of 2025A Bonds. The Authority reserves the right, in its sole discretion, to postpone, from time to time, the date established for the receipt of bids. Any such postponement will be communicated on MuniOS and Parity as soon as practicable following such postponement. If any date is postponed, notice of the new date and time for receipt of bids will be given through MuniOS and Parity as soon as practicable following a postponement and no later than 1:00 p.m., California time, on the business day preceding the new date for receiving bids.

As an accommodation to bidders, notice of such postponement and of the new date and time established for the receipt of bids will be given to any bidder upon request made to the Municipal Advisor by contacting Jocelyn Mortensen at (510) 339-3212 or jmortensen@pragadvisors.com. The failure of any bidder to receive such supplemental notice shall not affect the sufficiency of any such notice or the legality of the sale.

Right to Modify or Amend. The Authority reserves the right to modify or amend this Official Notice Inviting Bids in any respect, including, without limitation, increasing or decreasing the principal amount of any maturity of the 2025A Bonds and adding or deleting maturity dates; provided, that any such modification or amendment will be communicated to potential bidders through MuniOS and Parity not later than 1:00 p.m., California time, on the business day preceding the date for receiving bids. Failure of any potential bidder to receive notice of any modification or amendment will not affect the sufficiency of any such notice or the legality of the sale. Bidders are required to bid upon the 2025A Bonds as so modified or amended.

Execution. The execution of any letter and award certificate given in connection herewith, and any other certificate, document or agreement executed in connection with the 2025A Bonds, may be conducted by electronic means. The Authority acknowledges and agrees, and any bidder submitting a bid shall acknowledge and agree that it is such party's intent, that if such party signs any such document using an electronic signature (including facsimile signatures or signatures scanned into a portable document format (.pdf file)), it is signing, adopting and accepting such document and that signing any such document using an electronic signature is the legal equivalent of having placed its handwritten signature on such document.

DATED: _____, 2025

EXHIBIT A

\$ _____
CITY OF SAN JOSE FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2025A
(CIVIC CENTER GARAGE AND MUNI WATER BUILDING PROJECTS)

ISSUE PRICE CERTIFICATE

This Certificate is furnished by [PURCHASER], as the purchaser (the “Purchaser”) of the bonds captioned above (the “2025A Bonds”). The Purchaser hereby certifies and represents the following based upon the information available to it:

1. The Purchaser has purchased the 2025A Bonds from the Authority pursuant to a Certificate of Award dated _____ (the “Sale Date”).

2. Defined Terms.

“Maturity” means 2025A Bonds with the same credit and payment terms. 2025A Bonds with different maturity dates, or 2025A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“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.

“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 2025A 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 2025A 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 2025A Bonds to the Public).

3. [Competitive Sale.

- a. As of the Sale Date, the Purchaser reasonably expected the initial offering prices of the 2025A Bonds to the Public to be the respective prices for each Maturity shown in Schedule A (the “Expected Offering Price”). The Expected Offering Prices are the prices used by the Purchaser in formulating its bid to purchase the 2025A Bonds, which is attached as Schedule B (the “Bid”)[; however, the principal amounts were adjusted by the Authority pursuant to the terms of the Official Notice Inviting Bids].
- b. The Purchaser was not given the opportunity to review other bids prior to submitting its Bid.
- c. The Bid submitted by the Purchaser constituted a firm offer to purchase the 2025A Bonds.

- d. The aggregate issue price of the 2025A Bonds, being the Expected Offering Price of each Maturity, is \$_____ (the “Issue Price”).]
4. [General Rule Maturities – All Sold. As of the Sale Date, at least 10% of each maturity of the 2025A Bonds were sold, or were reasonably expected to be sold, at the prices referred to in Schedule A hereto. The aggregate issue price of the 2025A Bonds is \$_____ (the “Issue Price”).]
5. [General Rule Maturities – Unsold Maturities.
- a. With respect to the 2025A Bonds maturing in _____ (the “General Rule Maturities”), at least 10% of the principal amount of each Maturity of the 2025A Bonds was sold to the Public at the respective price for that Maturity shown in Schedule A as of the date hereof.
- b. With respect to the 2025A Bonds maturing in _____ (the “Unsold Maturities”), the Underwriter is continuing to offer the Unsold Maturities to the Public. When 10% of each Unsold Maturity has been sold the Public, the Underwriter will complete and execute a Bring-Down Certificate in the form attached hereto.
- c. For purposes of this certificate, the prices on Schedule A will be treated as the issue price of each Maturity of the 2025A Bonds, and the aggregate issue price of the 2025A Bonds is \$_____ (the “Issue Price”), unless a Revised Issue Price is established as described in the Bring-Down Certificate.]

Dated: [Closing Date]

[PURCHASER],
as Purchaser

By: _____
Its: Authorized Representative