

**NOTICE OF SALE
AND
BIDDING INSTRUCTIONS**

ON

\$70,860,000*

**ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
(Tarrant County)
SALES TAX REVENUE BONDS, TAXABLE SERIES 2025**

Electronic Bids Due Tuesday, September 30, 2025, at 10:00 AM CDT

ELECTRONIC BIDS

Notice is hereby given that electronic proposals will be received via **PARITY**[®], in the manner described below, until 10:00 AM CDT time, on September 30, 2025. Bids must be submitted electronically via **PARITY**[®] pursuant to this Notice of Sale and Bidding Instructions (the "Notice") until 10:00 AM CDT, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY**[®] conflict with this Notice, the terms of this Notice shall control. For further information about **PARITY**[®], including any fee charged, potential bidders may contact Dave Gordon at Estrada Hinojosa at (214) 658-1670 or **PARITY**[®] at (212) 849-5021.

THE SALE

BONDS OFFERED FOR SALE AT COMPETITIVE BIDDING . . . The Arlington Economic Development Corporation (the "Corporation"), a nonprofit corporation created to act on behalf of the City of Arlington, Texas (the "City"), is offering for sale its \$70,860,000* Sales Tax Revenue Bonds, Taxable Series 2025 (the "Bonds"). Capitalized terms in this Notice have the same meanings assigned to such terms in the Preliminary Official Statement except as otherwise indicated.

BIDDING PROCEDURES . . . Bidders must submit their bids electronically using the PARITY system, as described in "ELECTRONIC BIDS" below. Only bids through the PARITY system shall be accepted. Bids by other means will not be accepted. For purposes of the bidding, the time maintained by I-Deal shall constitute the official time. Any bids received after the scheduled time for their receipt will not be accepted.

ELECTRONIC BIDS . . . Any prospective bidder that intends to submit an electronic bid must submit its electronic bid via the facilities of I-Deal, LLC PARITY System ("PARITY"). Bidders must submit their electronic bid by 10:00 AM CDT on the date of the sale, September 30, 2025. In the event of a malfunction in the electronic bidding process, the sale may be rescheduled at the discretion of the Corporation. PARITY will not accept bids after the specified time. An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Notice and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the Corporation. The Corporation shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Notice shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice shall control.

The official time for the receipt of all bids shall be the time maintained by PARITY. All electronic bids shall be deemed to incorporate the provisions of the Official Notice of Sale, Official Bid Form and the Preliminary Official Statement. For information purposes only, bidders are requested to state in their electronic bids the true interest cost for the Corporation, as described under "CONDITIONS OF THE SALE – Basis for Award" below. For further information about the PARITY System, including any fee charged, potential bidders may contact the Corporation's Financial Advisor or I-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, (212) 849-5021. The winning bidder shall submit a signed bid form if not previously submitted.

PLACE AND TIME OF BID OPENING . . . The bids for the Bonds will be opened at the City Office Tower, 101 S. Mesquite St., 8th Floor, Ste. 800, Arlington, Texas 76004-3231, at 10:00 AM CDT, on the date of the sale.

AWARD AND SALE OF THE BONDS . . . At a regular meeting held at 4:00 PM CDT, on Monday, September 8, 2025, the Board of Directors of the Corporation approved the resolution authorizing the sale of the Bonds (the "Bond Resolution"). The City approved the Bond Resolution at a City Council meeting on September 16, 2025. In the Bond Resolution, the Corporation delegated to certain Corporation officials ("Authorized Officers") the authority to establish final terms of sale of the Bonds, which final sales terms will be evidenced in a "Pricing Certificate" relating to the Bonds to be approved on the date of the sale. The Bond Resolution and the Pricing Certificate are herein referred to as the "Resolution". An Authorized Officer of the Corporation will take action to reject all bids or award the sale of the Bonds subject to the terms of the Resolution and subject to compliance with the Interested Party Disclosure Act (as defined and more fully described below). The Corporation reserves the right to reject any or all bids and to waive any irregularities, except time of filing.

*Preliminary, subject to change.

THE BONDS

DESCRIPTION . . . The Bonds will be dated September 15, 2025. Interest will accrue from the date of initial delivery to the initial purchaser and will be due on February 15, 2026, and each August 15 and February 15 thereafter until maturity or prior redemption. The Bonds will be issued in fully registered form in any integral multiple of \$5,000 for any one maturity. The Bonds will be serial and/or Term Bonds (defined herein), as specified by each bidder, and principal amounts or mandatory sinking fund redemption amounts will be paid on August 15 in each year as follows:

MATURITY SCHEDULE*

(August 15) Maturity	Principal Amount at Maturity	(August 15) Maturity	Principal Amount at Maturity
2026	\$ 1,830,000	2041	\$ 2,095,000
2027	1,090,000	2042	2,220,000
2028	1,135,000	2043	2,345,000
2029	1,185,000	2044	2,485,000
2030	1,235,000	2045	2,630,000
2031	1,290,000	2046	2,780,000
2032	1,350,000	2047	2,945,000
2033	1,415,000	2048	3,115,000
2034	1,485,000	2049	3,300,000
2035	1,560,000	2050	3,495,000
2036	1,635,000	2051	3,700,000
2037	1,715,000	2052	3,920,000
2038	1,805,000	2053	4,150,000
2039	1,895,000	2054	4,400,000
2040	1,995,000	2055	4,660,000

ADJUSTMENT OF PRINCIPAL AMOUNTS AND/OR BIDS INCLUDING CASH PREMIUM . . . Prior to the Sale: Prior to 10:00 AM CDT on the business day before the bids are due, the Corporation may, in its sole discretion, adjust the principal amount set forth above in the Maturity Schedule and/or the type of bid required on the Bonds including the cash premium. Estrada Hinojosa, as Financial Advisor to the Corporation, will give notice of any such adjustment by Bloomberg Wire, Inc. (“Bloomberg”) and PARITY. Any such notice shall be considered an amendment to this Notice and to the Official Bid Form. For purposes of this paragraph, the term “Maturity Schedule” shall include any adjustments to the principal amounts shown above including the total par amount so made by the Corporation by posting a change to PARITY and Bloomberg. Also see “CONDITIONS OF THE SALE” herein.

After the Sale: After final computation of the bids, in awarding the sale to the best bidder, the Corporation may determine in its sole discretion, that the funds necessary to carry out the purposes for which the Bonds are to be issued may be either more or less than the proceeds of the proposed sale of all of the Bonds. Upon making such determination, the Corporation reserves the right to adjust the principal amount of the Bonds shown on the Maturity Schedule in \$5,000 increments. Such adjustment(s) will not change the aggregate principal amount of the Bonds by more than 20% from the amount set forth herein or change the principal amount due on the Bonds in any year by more than 15%. Such adjustment(s), if any, shall be made within 4 hours of the award of the Bonds.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect changes in the aggregate principal amounts of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriter’s discount and the original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and initial reoffering prices.

In the event of any adjustment of the Maturity Schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Any such adjustment of the aggregate principal amount of the Bonds and/or the Maturity Schedule for the Bonds made by the Corporation or its Financial Advisor shall be subsequent to the award of the Bonds to the winning bidder as determined pursuant to “CONDITIONS OF THE SALE” herein and shall not affect such determination.

*Preliminary, subject to change.

SERIAL BONDS OR COMBINATION OF SERIAL BONDS AND/OR TERM BONDS . . . The Corporation has provided that prospective purchasers may elect that all the Bonds be issued as serial bonds maturing in accordance with the Maturity Schedule shown above (Alternative 1) or as a combination of serial bonds and/or term bonds (Alternative 2).

Alternative 1 - Serial Bonds:

Serial bonds maturing on August 15, 2026 through August 15, 2055.

Alternative 2 - Serial Bonds and/or Term Bonds:

Serial bonds maturing on August 14, 2026 through August 15, 2055, and/or term bond maturities with each term consisting of two or more consecutive annual principal amounts accumulated from the Maturity Schedule shown above. There may be any combination of serial and term bonds.

MANDATORY SINKING FUND REDEMPTION . . . If the successful bidder designates principal amounts to be combined into one or more term bonds (the “Term Bonds”), each such Term Bond shall be subject to mandatory sinking fund redemption commencing on August 15 of the first year which has been combined to form such term bond and continuing on August 15 in each year thereafter until the stated maturity date of that term bond at the redemption prices of par plus accrued interest to the date of redemption. The principal amounts redeemed in any year on each mandatory redemption date shall be equal to the principal amount for such year set forth under the “MATURITY SCHEDULE” in the Official Bid Form, had no conversion to Term Bonds occurred. Bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at par and shall be selected by the Paying Agent/Registrar by lot from among the Bonds then subject to redemption. The Corporation, at its option, may credit against any mandatory sinking fund redemption requirement Term Bonds of the maturity then subject to redemption which have been acquired by the Corporation and canceled by the Paying Agent/Registrar or have been redeemed and not theretofore applied as a credit against any mandatory sinking fund redemption requirement.

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Bonds, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable stated maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Interest and Sinking Fund (as defined in the Resolution). Any Term Bond not selected for prior redemption shall be paid on the date of their stated maturity.

The principal amount of the Term Bonds for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the Corporation, by the principal amount of Term Bonds of like stated maturity which, at least forty-five (45) days prior to the mandatory redemption date, shall have been acquired by the Corporation and delivered to the Paying Agent/Registrar for cancellation.

The final Official Statement will incorporate the mandatory redemption provisions for the Bonds in the event the successful bidder elects to convert serial maturities into one or more Term Bonds.

OPTIONAL REDEMPTION . . . The Corporation reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 2036 in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2035, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see “THE BONDS – OPTIONAL REDEMPTION” in the Preliminary Official Statement).

BOOK-ENTRY-ONLY SYSTEM . . . The Corporation intends to utilize the Book-Entry-Only System of The Depository Trust Company (“DTC”). See “BOOK-ENTRY-ONLY SYSTEM” in the Preliminary Official Statement.

PAYING AGENT/REGISTRAR . . . The initial Paying Agent/Registrar for the Bonds is UMB Bank, N.A., Dallas, Texas (see “THE BONDS - PAYING AGENT/REGISTRAR” in the Preliminary Official Statement).

SECURITY . . . The Bonds, when issued, are special obligations of the Corporation and are payable from and secured by a lien on and pledge of the Pledged Revenues (as defined herein), which include the receipts from a one-quarter (¼%) of one percent (1%) sales and use tax collected within the boundaries of the City for the benefit of the Corporation.

Further details regarding the Bonds are set forth in the Preliminary Official Statement.

CONDITIONS OF THE SALE

TYPES OF BIDS AND INTEREST RATES . . . The Bonds will be sold in one block on an “All or None” basis, at a price of not less than 99.0% of par. Bidders are invited to name the rate(s) of interest to be borne by the Bonds, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1% and the net effective interest rate must not exceed 15%. The highest rate bid may not exceed the lowest rate bid by more than 3% in rate. **Each bidder shall state in the bid the total interest cost in dollars and the true interest cost rate which shall be considered informative only and not as a part of the bid.** No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Bonds of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered. Each bidder shall state in the bid the total interest cost in dollars and the net effective interest rate determined thereby (calculated in the manner prescribed by Chapter 1204, Texas Government Code), which shall be considered informative only and not as a part of the bid. In the event of a bidder’s error in interest cost rate calculations, the interest rates set forth in the Official Bid Form will be considered as the intended bid. Also see “THE BONDS – ADJUSTMENT OF PRINCIPAL AMOUNTS AND/OR TYPES OF BIDS INCLUDING CASH PREMIUM” herein.

The Purchaser (defined below) must provide the initial reoffering prices to the Financial Advisor by 10:00 AM CDT, or within 30 minutes of being notified on the sale date. Such offering prices and yields, among other things, will be used by the Financial Advisor to calculate the final principal amount of each maturity of the Bonds and the cash premium for the Bonds. It is anticipated that the final principal amount of each maturity of the Bonds and the final cash premium amount will be communicated to the successful bidder by 10:00 AM CDT, on the date of the sale.

BASIS FOR AWARD . . . Subject to the Corporation's right to reject any or all bids and to waive irregularities except for time of filing, the sale of the Bonds will be awarded to the bidder making a bid that conforms to the specifications herein and which produces the lowest True Interest Cost rate to the Corporation (the "Purchaser"). The True Interest Cost rate is the rate which, when used to compute the total present value as of the delivery date of all debt service payments on the Bonds on the basis of semi-annual compounding, produces an amount equal to the par value of the Bonds plus any premium. In the event of a bidder's error in interest cost rate calculations, the interest rates and premium, if any, set forth in the Official Bid Form will be considered as the intended bid.

In order to provide the Corporation with information required to be submitted to the Texas Bond Review Board pursuant to Section 1202.008, Texas Government Code, as amended, the Purchaser will be required to provide the Corporation with a breakdown of its "underwriting spread" among the following categories: Takedown, Management Fee (if any), Legal Counsel Fee (if any) and Spread Expenses (if any).

GOOD FAITH DEPOSIT . . . The winning bidder will be required to provide a deposit in the amount of \$1,417,200 to the Corporation as bid security no later than 2:00 PM CDT on September 30, 2025. The bid security may be provided to the Corporation (i) via wire transfer (the Corporation or its Financial Advisor will provide wire instructions to the winning bidder), or (ii) in the form of a certified or cashier's check made payable to the order of Corporation in the amount of the deposit set forth above and delivered to Dave Gordon, Estrada Hinojosa, 600 N. Pearl St., Suite 2100, South Tower, Dallas, TX 75201.

The wire option will be retained by the Corporation and: (a) will be applied, without allowance for interest, against the purchase price when the Certificates are delivered to and paid for by such winning bidder, (b) will be retained by the Corporation as liquidated damages if the winning bidder defaults with respect to the terms of its bid (other than default related to the Verifications of Statutory Representations and Covenants), or (c) will be returned to the winning bidder if the Certificates are not issued by the Corporation for any reason which does not constitute a default by the winning bidder.

If the check option is utilized, the check will be (a) returned uncashed to the winning bidder when the Certificates are delivered to and paid for by such winning bidder, (b) cashed by the Corporation as liquidated damages if the winning bidder defaults with respect to the terms of its bid (other than default related to the Verifications of Statutory Representations and Covenants), or (c) returned uncashed to the winning bidder if the Certificates are not issued by the Corporation for any reason which does not constitute a default by the winning bidder.

The Good Faith Deposit of the Purchaser will be returned to the Purchaser upon payment for the Bonds. No interest will be allowed on the Good Faith Deposit. In the event the Purchaser should fail or refuse to take up and pay for the Bonds in accordance with the bid or does not provide the Standing Letter (as defined below) in a form acceptable to the Texas Office of the Attorney General, then the Good Faith Deposit check shall be cashed and accepted by the Corporation as full and complete liquidated damages (except with respect to a validation of the representations and covenants set forth in "Statutory Representations and Covenants" herein). The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened, and an award of the Bonds has been made.

ADDITIONAL CONDITION OF AWARD — DISCLOSURE OF INTERESTED PARTY FORM. . . . Obligation of the Corporation to Receive Information From Winning Bidder . . . Pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), unless a bidder is exempt from the filing requirements of Section 2252.908, the Corporation may not award the Bonds to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the Corporation as prescribed by the Texas Ethics Commission ("TEC") at the time the bidder submits its Official Bid Form. Publicly traded business entities (including wholly owned subsidiaries of a publicly traded business entity) are no longer required to file the Disclosure Form as provided in Section 2252.908(c)(4).

In the event that the bidder's bid for the Bonds is the best bid received, the Corporation, acting through its Financial Advisor, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid and the winning bidder must promptly file the materials described below. The apparent winning bidder and each syndicate member listed on the Official Bid Form must have submitted either (1) a completed Disclosure Form, as described below, or (2) a written representation that it is exempt from the Disclosure Form filing requirements pursuant to Section 2252.908(c)(4), not later than two hours after the deadline for the submission of bids in order for the Corporation to complete the formal award. If the apparent winning bidder and each syndicate member listed on the Official Bid Form fails to file the Disclosure Form or written representation regarding the exemption from the filing requirement within the time period described in the previous sentence, the Corporation reserves the right to notify the apparent winning bidder that their bid has been rejected and award the sale to the next highest rated bidder.

Written Representation Regarding Exemption . . . If a bidder is claiming an exemption to the filing requirement under Section 2252.908(c)(4), the written representation that the bidder is not required to file a Disclosure Form must state that it is publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity and identify the publicly traded business entity that allows them to utilize the exemption.

Process For Completing The Disclosure Form . . . The Disclosure Form can be found at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>, and reference should be made to the following information in order to complete it: (a) item 2 – Name of Corporation ("Arlington Economic Development Corporation"), (b) item 3 – the identification number ("EDC Series 2025 Bid"), and (c) item 3 – description of the goods or services assigned to this contract by the Corporation ("Bond Purchasing Services").

If completing the Disclosure Form the bidder must (i) complete the Disclosure Form electronically at the TEC's "electronic portal", and (ii) print, sign and deliver a copy of the Disclosure Form that is generated by the TEC's "electronic portal."

Submission of Written Representation Regarding Exemption or Completed Disclosure Form ... The completed Disclosure Form or the written representation regarding the exemption from the Disclosure Form filing requirements must be delivered electronically to Ethan Klos at ethan.klos@arlingtontx.gov and the Corporation's Financial Advisor, Dave Gordon, at dgordon@ehmuni.com **no later than two hours after the deadline for the submission of bids on the Sale Date.**

Time will be of the essence in submitting the completed Disclosure Form or written representation regarding the exemption from the filing requirements to the Corporation and no bid will be accepted by the Corporation unless a completed Disclosure Form is received on time.

Neither the Corporation nor its consultants have the ability to verify the information included in a Disclosure Form or written representation, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the Disclosure Form or the written representation. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed Disclosure Form or written representation promptly upon notification from the Corporation that its bid is the conditional winning bid.

VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS . . . By submission of a bid for the Bonds, each bidder makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the "Government Code"), as heretofore amended. As used herein, "affiliate" means an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. If the bidder's bid is accepted, then liability for breach of any such verification during the term of the contract for purchase and sale of the Bonds created thereby (the "Agreement") shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the bid or this Notice of Sale, notwithstanding anything herein or therein to the contrary.

Not a Sanctioned Company . . . Each bidder represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the bidder and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

No Boycott of Israel . . . Each bidder hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, if its bid is accepted, will not boycott Israel during the term of the Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

No Discrimination Against Firearm Entities . . . Each bidder hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, if its bid is accepted, will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

No Boycott of Energy Companies . . . Each bidder hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, if its bid is accepted, will not boycott energy companies during the term of the Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

REPRESENTATION REGARDING TEXAS ATTORNEY GENERAL STANDING LETTER AND BRINGDOWN VERIFICATION . . . By submission of a bid for the Bonds, each bidder represents and verifies that it is aware of the Office of the Texas Attorney General's (the "Texas Attorney General") All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Office of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General's supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>). Each bidder represents and verifies that the bidder has (i) on file a standing letter ("Standing Letter") acceptable to the Texas Attorney General addressing the representations and verifications described under the heading "VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS," and (ii) will, upon request of the Corporation or Bond Counsel on behalf of the Corporation, provide the Corporation and Bond Counsel with a copy of its Standing Letter. Each bidder further represents and verifies that its Standing Letter remains in effect as of the date of the Agreement and that the Texas Attorney General has not notified the bidder that a determination has been made that the bidder boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the Corporation or Bond Counsel on the Corporation's behalf, each bidder shall provide additional written certifications to the Corporation and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in the Agreement through the closing date (currently scheduled for October 21, 2025) (the "Bringdown Verification"). The Corporation reserves the right, and each bidder hereby expressly authorizes the Corporation, to provide such Bringdown Verification to the Texas Attorney General.

IMPACT OF BIDDING SYNDICATE ON AWARD . . . For purposes of contracting for the sale of the Bonds, the entity signing the Official Bid Form as bidder shall be solely responsible for the payment of the purchase price of the Bonds. The bidder may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the Corporation is not a party to that agreement and any information provided regarding syndicate managers would be for informational purposes only.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

CUSIP NUMBERS . . . It is anticipated that CUSIP identification numbers will appear on the Bonds, but neither the failure to print or type such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this Notice and the terms of the Official Bid Form. All expenses in relation to the printing or typing of CUSIP numbers on the Bonds shall be paid by the Corporation; provided, however, that the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Purchaser and the Purchaser will be responsible for obtaining CUSIPs.

INITIAL DELIVERY OF THE BONDS . . . Initial delivery will be accomplished by the issuance of one Initial Bond with installment payments for the years of stated maturity, either in typed or printed form, in the aggregate principal amount of \$70,860,000*, payable to the Purchaser, approved by the Attorney General of the State of Texas (the "Attorney General"), and registered and manually signed by the Texas Comptroller of Public Accounts. Upon delivery of the Initial Bond, it shall be immediately canceled and one definitive Bond for each maturity will be registered and delivered only to Cede & Co., and deposited with DTC in connection with DTC's Book-Entry-Only System. Delivery will be at the designated office of the Paying Agent/Registrar. Payment for the Bonds must be made in immediately available funds for unconditional credit to the Corporation, or as otherwise directed by the Corporation. The Purchaser will be given six business days' notice of the time fixed for delivery of the Bonds. It is anticipated that delivery of the Bonds can be made on or about Tuesday, October 21, 2025, and it is understood and agreed that the Purchaser will accept delivery and make payment for the Bonds by 10:00 AM CDT, on Tuesday, October 21, 2025, or thereafter on the date the Bonds are tendered for delivery, up to and including Tuesday, November 4, 2025. If for any reason the Corporation is unable to make delivery on or before Tuesday, November 4, 2025, the Corporation shall immediately contact the Purchaser and offer to allow the Purchaser to extend its offer for an additional thirty days. If the Purchaser does not elect to extend its offer within six days thereafter, then its Good Faith Deposit will be returned, and both the Corporation and the Purchaser shall be relieved of any further obligation.

In no event shall the Corporation be liable for any damages by reason of its failure to deliver the Bonds.

CONDITIONS TO DELIVERY . . . The obligation of the Purchaser to take up and pay for the Bonds is subject to the Purchaser's receipt of (a) the legal opinions of Bracewell LLP, Dallas, Texas, Bond Counsel for the Corporation ("Bond Counsel") and (b) the Corporation's certification to the official statement and no-litigation certificate as described in the official statement.

LEGAL OPINIONS . . . The Bonds are offered for delivery when, as and if issued, subject to the approval of the Attorney General. Delivery of and payment for the Bonds is subject to the receipt by the Purchaser of the opinion of Bond Counsel in substantially the form attached as Appendix D to the Preliminary Official Statement, to the effect that the Bonds are valid and binding obligations of the Corporation.

CERTIFICATION OF OFFICIAL STATEMENT . . . At the time of payment for, and initial delivery of the Bonds, the Corporation will execute and deliver to the Purchaser a certificate addressing certain matters as set forth in the Preliminary Official Statement under "OTHER INFORMATION – CERTIFICATION OF THE OFFICIAL STATEMENT."

GENERAL

FINANCIAL ADVISOR . . . Effective August 2, 2024, Texas State Bankshares, Inc., the registered bank holding company for Texas Regional Bank (collectively, "TRB"), completed its acquisition of Dallas-based investment banking group Estrada Hinojosa & Company, Inc. ("Estrada Hinojosa"). Estrada Hinojosa operates under TRB Capital Markets, LLC, a wholly-owned subsidiary of TRB, using the assumed name of "Estrada Hinojosa". Estrada Hinojosa (the "Financial Advisor") is employed by the Corporation as Financial Advisor in connection with the issuance of the Bonds, and payment of fees for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Estrada Hinojosa in its capacity as Financial Advisor, has not verified and does not assume any responsibility for the information, covenants, and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

BLUE SKY LAWS . . . By submission of its bid, the Purchaser represents that the sale of the Bonds in states other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Purchaser will register the Bonds in accordance with the securities law of the states in which the Bonds are offered or sold. The Corporation agrees to cooperate with the Purchaser, at the Purchaser's written request and expense, in registering the Bonds or obtaining an exemption from registration in any state where such action is necessary, provided, however, that the Corporation shall not be obligated to qualify as a foreign corporation or execute a general or special consent to service of process in any such jurisdiction.

NOT AN OFFER TO SELL . . . This Notice does not alone constitute an offer to sell the Bonds, but is merely notice of the sale of the Bonds. The offer to sell the Bonds is being made by means of this Notice, the Official Bid Form and the Preliminary Official Statement. Prospective purchasers are urged to carefully examine the Preliminary Official Statement to determine the investment quality of the Bonds.

RATINGS . . . The Bonds have been rated “Aa1” by Moody’s Investors Service (“Moody’s”) and “AA” by S&P Global Ratings, a Standard and Poor’s Financial Services LLC business (“S&P”). The Corporation does not currently have any bonds outstanding.

MUNICIPAL BOND INSURANCE . . . In the event the Bonds are qualified for municipal bond insurance, and the Purchaser desires to purchase such insurance, the cost thereof **will be paid by the Purchaser.** Any fees to be paid to the rating agencies as a result of said insurance **will be paid by the Corporation.** It will be the responsibility of the Purchaser to disclose the existence of insurance, its terms and the effect thereof with respect to the reoffering of the Bonds.

THE PRELIMINARY OFFICIAL STATEMENT AND COMPLIANCE WITH SEC RULE 15c2-12 . . . The Corporation has prepared the accompanying Preliminary Official Statement and, for the limited purpose of complying with the United States Securities and Exchange Commission (“SEC”) Rule 15c2-12, as amended (“Rule 15c2-12”), deems such Preliminary Official Statement to be final as of its date within the meaning of such Rule 15c2-12 for the purpose of review prior to bidding. Representations made and to be made by the Corporation concerning the absence of material misstatements and omissions in the Preliminary Official Statement are addressed elsewhere in this Notice and in the Preliminary Official Statement.

The Corporation will furnish to the Purchaser, or Purchasers, within seven (7) business days after the sale date, an aggregate maximum of one hundred (100) copies of the Official Statement (and 100 copies of any addenda, supplement or amendment thereto), together with information regarding interest rates and other terms relating to the reoffering of the Bonds, in accordance with Rule 15c2-12. The Purchaser may arrange at his own expense to have the Official Statement reproduced and printed if he requires more than 100 copies and may also arrange, at his own expense and responsibility, for completion and perfection of the first or cover page of the Official Statement so as to reflect interest rates and other terms and information related to the reoffering of the Bonds. The Purchaser will be responsible for providing information concerning the Corporation and the Bonds to subsequent purchasers of the Bonds, and the Corporation will undertake no responsibility for providing such information other than to make the Official Statement available to the Purchaser as provided herein. The Corporation’s obligation to supplement the Official Statement to correct key representations determined to be materially misleading, after the date of the Official Statement, shall terminate upon initial delivery of the Bonds to the Purchaser, unless the Purchaser notifies, in writing, the Corporation that less than all of the Bonds have been sold to ultimate customers on or before such date, in which case the obligation will extend for an additional period of time (but not more than 90 days after the sale date) until all of the Bonds have been sold to ultimate customers. The Purchaser shall be responsible for providing in writing the initial reoffering prices and other terms, if any to the Financial Advisor by the close of the next business day after the award. Except as noted above, the Corporation assumes no responsibility or obligation for the distribution or delivery of any copies of the Official Statement in connection with the offering or reoffering of the Bonds.

ADDITIONAL COPIES OF NOTICE, BID FORM, AND STATEMENT . . . A limited number of additional copies of this Notice, the Official Bid Form and the Preliminary Official Statement, as available over and above the normal mailing, may be obtained at the offices of Estrada Hinojosa, 600 N. Pearl St. Suite 2100, South Tower, Dallas, Texas, 75201, Financial Advisor to the Corporation.

CONTINUING DISCLOSURE AGREEMENT. . The Corporation will agree in the Resolution to provide certain periodic information and notices of certain events in accordance with Rule 15c2-12, as described in the Preliminary Official Statement under “CONTINUING DISCLOSURE OF INFORMATION”. The Purchaser’s obligation to accept and pay for the Bonds is conditioned upon delivery for the Purchaser or its agent of a certified copy of the Bond Resolution and the Pricing Certificate containing the agreement described under such heading.

COMPLIANCE WITH PRIOR UNDERTAKINGS. . . The Corporation has not entered into a continuing disclosure agreement prior to the issuance of the Bonds.

In the Bond Resolution, the Board of Directors of the Corporation authorized the Authorized Officer to approve for and on behalf of the Corporation, (i) the form and content of the Official Statement, and any addenda, supplement or amendment thereto, and (ii) the Purchaser’s use of the Preliminary Official Statement in connection with the public offering and sale of the Bonds, all of which an Authorized Officer will approve in the Pricing Certificate.

/s/ Marty Wielder
Authorized Officer
Arlington Economic Development
Corporation

ATTEST:

/s/ Jollyn Mwisongo
Board Secretary

Form 1295 Identification Number: EDC Series 2025 Bid- Bond Purchasing Services**OFFICIAL BID FORM**

September 30, 2025

Board of Directors:

Reference is made to your Preliminary Official Statement and Notice of Sale and Bidding Instructions, dated September 17, 2025 of \$70,860,000* ARLINGTON ECONOMIC DEVELOPMENT CORPORATION, TEXAS SALES TAX REVENUE BONDS, TAXABLE SERIES 2025 both of which constitute a part hereof.

For your legally issued Bonds, as described in said Notice of Sale and Bidding Instructions and Preliminary Official Statement, we will pay you par plus a cash premium of \$_____ (not less than 99.0% of par) for the Bonds maturing and bearing interest as follows:

MATURITY SCHEDULE*

(August 15) Maturity	Principal Amount at Maturity	Interest Rate	(August 15) Maturity	Principal Amount at Maturity	Interest Rate
2026	\$ 1,830,000		2041	\$ 2,095,000	
2027	1,090,000		2042	2,220,000	
2028	1,135,000		2043	2,345,000	
2029	1,185,000		2044	2,485,000	
2030	1,235,000		2045	2,630,000	
2031	1,290,000		2046	2,780,000	
2032	1,350,000		2047	2,945,000	
2033	1,415,000		2048	3,115,000	
2034	1,485,000		2049	3,300,000	
2035	1,560,000		2050	3,495,000	
2036	1,635,000		2051	3,700,000	
2037	1,715,000		2052	3,920,000	
2038	1,805,000		2053	4,150,000	
2039	1,895,000		2054	4,400,000	
2040	1,995,000		2055	4,660,000	

Our calculation (which is not a part of this bid) of the interest cost from above is:

Total Interest Cost	\$ _____
Less Premium	\$ _____
Net Interest Cost	\$ _____
TRUE INTEREST COST RATE	_____ %

Check appropriate box and fill in the blank in Alternative 2 if it is chosen:

Alternative 1: ☐ All Serial BondsAlternative 2: ☐ The Term Bonds must consist of two or more consecutive annual principal amounts accumulated from 2026 through 2055 maturities from the maturity schedule shown above.

*Preliminary, subject to change.

Of the principal maturities set forth in the table above, term bonds have been created as indicated in the following table (which may include multiple term bonds, one term bond or no term bonds if none is indicated). For those years which have been combined into a term bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year. The term bonds created are as follows:

Term Bond Maturing <u>August 15</u>	Year of First Mandatory <u>Redemption</u>	Principal <u>Amount</u>	Interest <u>Rate</u>
		\$	
		\$	
		\$	
		\$	
		\$	

We are having the Bonds of the following maturities _____ insured by _____ at a premium of \$ _____, **said premium to be paid by the Purchaser.** Any fees to be paid to the rating agencies as a result of said insurance **will be paid by the Corporation.**

The Initial Bond shall be registered in the name of _____, which will, upon payment for the Bonds, be canceled by the Paying Agent/Registrar. The Bonds will then be registered in the name of Cede & Co. (DTC's partnership nominee), under the Book-Entry-Only System.

A bank cashier's check or certified check of the _____ Bank, _____ or a wire, in the amount of \$1,417,200, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Preliminary Official Statement and Notice of Sale and Bidding Instructions.

In accordance with Texas Government Code Section 2252.908 (the "Interested Party Disclosure Act"), the Corporation may not award the Bonds to a bidder unless the winning bidder either: (i) submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the Corporation as prescribed by the Texas Ethics Commission ("TEC"), or (ii) certifies below that it is exempt from filing the Disclosure Form by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity.

Unless the bidder certifies that it is exempt from filing a Disclosure Form with the Corporation, upon notification of conditional verbal acceptance, the undersigned will complete an electronic form of the Certificate of Interested Parties Form 1295 (the "Disclosure Form") through the Texas Ethics Commission's (the ("TEC") electronic portal and the resulting certified Disclosure Form that is generated by the TEC's electronic portal will be printed, signed and sent by email to the Corporation at ethan.klos@arlingtontx.gov and Corporation's Financial Advisor at dgordon@ehmuni.com. The undersigned understands that the failure to provide the certified Disclosure Form will prohibit the Corporation from providing final written award of the enclosed bid.

The Purchaser (mark one): (i) Agrees to timely make a filing of a completed Disclosure Form with the Corporation [] or (ii) Hereby certifies that it is exempt from filing the Disclosure Form by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity []. If the bid is accepted by the Corporation, this bid shall thereupon become a contract of purchase for the Corporation under the terms contained in this Official Bid Form and in the Notice of Sale and Bidding Instructions. We hereby acknowledge that we have received and read the Notice of Sale and Bidding Instructions and Preliminary Official Statement referred to above.

All syndicate members listed on the bid form must either submit a Disclosure Form or certify they are exempt from filing the Disclosure Form. Additionally, all syndicate members listed on the bid form (i) must have on file a Standing Letter acceptable to the Texas Attorney General addressing the representations and verifications described under the heading "VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS," (ii) will, upon request of the Corporation or Bond Counsel on behalf of the Corporation, provide the Corporation and Bond Counsel with a copy of its Standing Letter, and (iii) will, upon request of the Corporation or Bond Counsel on the Corporation's behalf, provide a Bringdown Verification.

Through submittal of this executed Official Bid Form, the undersigned makes the representations and verifications provided in the Notice of Sale and Bidding Instructions under the heading “CONDITIONS OF THE SALE – VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS” and “REPRESENTATION REGARDING TEXAS ATTORNEY GENERAL STANDING LETTER AND BRINGDOWN VERIFICATION.”

STATUTORY VERIFICATIONS . . . The Initial Purchaser makes the following representations, verifications and covenants to enable the Issuer to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”). As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Initial Purchaser within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. If the Initial Purchaser’s bid is accepted, then liability for breach of any such verification during the term of the contract for purchase and sale of the Certificates created thereby (the “Agreement”) shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this bid or the Official Notice of Sale, notwithstanding anything herein or therein to the contrary.

Not a Sanctioned Company... By submission of a bid for the Certificates, the bidder represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the bidder and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

No Boycott of Israel ... By submission of a bid for the Certificates, the bidder verifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, if its bid is accepted, will not boycott Israel during the term of the Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

No Discrimination Against Firearm Entities... By submission of a bid for the Certificates, the bidder verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, if its bid is accepted, will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

No Boycott of Energy Companies... By submission of a bid for the Certificates, the bidder verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, if its bid is accepted, will not boycott energy companies during the term of the Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

REPRESENTATION REGARDING TEXAS ATTORNEY GENERAL STANDING LETTER AND BRINGDOWN VERIFICATION . . . By submission of a bid for the Certificates, the bidder represents and verifies that it is aware of the Office of the Texas Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Office of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link:

<https://texasattorneygeneral.gov/sites/default/files/files/divisions/publicfinance/ABCLetter-11-06-2023.pdf>).

The bidder represents and verifies that the bidder has (i) on file a standing letter (a “Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications described under the heading “Statutory Verifications,” and (ii) will, upon request of the Corporation or Bond Counsel on behalf of the City, provide the Corporation and Bond Counsel with a copy of its Standing Letter. The bidder further represents and verifies that its Standing Letter remains in effect as of the date of this Agreement and that the Texas Attorney General has not notified the bidder that a determination has been made that the bidder boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas.

Upon request of the Corporation or Bond Counsel on the City’s behalf, each bidder shall provide additional written certifications to the Corporation and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in the Agreement through the Date of Delivery (the

“Bringdown Verification”). The Corporation reserves the right, and the bidder hereby expressly authorizes the City, to provide such Bringdown Verifications to the Texas Attorney General.

The undersigned agrees to complete, execute and deliver to the Corporation at least six days before the date of delivery of the Bonds, a certificate relating to the “issue price” of the Bonds in the form and to the effect attached to or accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the Bond Counsel for the Issuer. The undersigned also agrees to provide the Corporation and its consultants, at least ten business days prior to the delivery of the Bonds, a breakdown of its “underwriting spread” among the following categories: Takedown, Management Fee (if any), Legal Counsel Fee (if any) and Spread Expenses (if any).

We agree to accept delivery of the Bonds utilizing the Book-Entry-Only System through DTC and make payment for the Initial Bond in immediately available funds to the UMB Bank, N.A., Dallas, Texas, not later than 10:00 AM CDT, on October 21, 2025, or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions. It will be the obligation of the Purchaser of the Bonds to complete the DTC Eligibility Questionnaire.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award.

Respectfully submitted,

Syndicate Members*

Name of the Initial Purchaser or Manager

Authorized Representative

Phone Number

Signature

* All syndicate members must submit a certificate of interested parties form HB95

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Arlington Economic Development Corporation, subject to and in accordance with the Notice of Sale and Bidding Instructions, this ____ day of _____, 2025.

Authorized Officer
Arlington Economic Development Corporation