

NOTICE OF SALE  
AND  
BIDDING INSTRUCTIONS

ON

\$27,555,000\*

TYLER JUNIOR COLLEGE DISTRICT

(A political subdivision of the State of Texas located in Van Zandt and Smith Counties, Texas)  
MAINTENANCE TAX NOTES, SERIES 2026

Sealed Bids Due Wednesday, January 28, 2026, at 1:30 PM, Central Time

**THE NOTES WILL NOT BE DESIGNATED AS “QUALIFIED TAX-EXEMPT OBLIGATIONS”  
FOR FINANCIAL INSTITUTIONS.**

THE SALE

**NOTES OFFERED FOR SALE AT COMPETITIVE BIDDING . . .** The Tyler County Junior College District (the “District”) is offering for sale its \$27,555,000\* Maintenance Tax Notes, Series 2026 (the “Notes”).

**ADDRESS OF BIDS . . .** Sealed bids, plainly marked “Bid for Notes”, should be addressed to “Board of Trustees, Tyler Junior College District”, and delivered to the Financial Advisor, Specialized Public Finance Inc., 4925 Greenville Avenue, Suite 1350, Dallas, Texas 75206, prior to 1:30 PM, Central Time, on the date of the bid opening. All bids must be submitted on the Official Bid Form, without alteration or interlineation.

**ELECTRONIC BIDDING PROCEDURE . . .** Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. Bidders must submit, prior to 1:30 PM, Central Time, SIGNED Official Bid Form to Steven Adams, Specialized Public Finance Inc., 4925 Greenville Avenue, Suite 1350, Dallas, Texas 75206. Subscription to the i-Deal LLC's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Notes on the terms provided in this Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. The District 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 of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from Parity Customer Support, 40 West 23<sup>rd</sup> Street, 5th Floor, New York, New York 10010, (212) 404-8102.

**For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time.** For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the District, as described under “Basis for Award” below. All electronic bids shall be deemed to incorporate the provisions of this Notice of Sale and the Official Bid Form.

**BIDS BY TELEPHONE . . .** Bidders must submit a SIGNED Official Bid Form to Steven Adams, Specialized Public Finance Inc., 4925 Greenville Avenue, Suite 1350, Dallas, Texas 75206, and submit their bid by telephone on the date of the sale.

Telephone bids will be accepted at (214) 373-3911, between 1:00 PM, Central Time and 1:30 PM, Central Time.

**Specialized Public Finance Inc. will not be responsible for submitting any bids received after the above deadlines.**

Specialized Public Finance Inc. and the District assume no responsibility or liability with respect to any irregularities associated with the submission of bids if telephone option is exercised.

**PLACE AND TIME OF BID OPENING . . .** The bids for the Notes will be publicly opened and read in the office of the Financial Advisor at 1:30 PM, Central Time, Wednesday, January 28, 2026.

**AWARD OF THE NOTES . . .** The Board of Trustees of the District will take action to award the Notes (or reject all bids) on the date of the bid opening, pursuant to a resolution to be adopted by the Board of Trustees on January 29, 2026 authorizing the Notes (the “Resolution”).

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\* Preliminary, subject to change (see “CONDITIONS OF THE SALE – Post Bid Modification of Principal Amounts”).

## THE NOTES

**DESCRIPTION . . .** The Notes will be dated February 25, 2026. Interest will accrue from the date of delivery and will be due on February 15, 2027, and each August 15 and February 15 thereafter until maturity or prior redemption. The Notes will be issued only in fully registered form in any integral multiple of \$5,000 for any one maturity. The Notes will mature on February 15 in each year as follows:

### MATURITY SCHEDULE\*

Year	Principal Amount
2028	\$ 275,000
2029	690,000
2030	1,095,000
2031	1,135,000
2032	1,180,000
2033	1,230,000
2034	1,280,000
2035	1,330,000
2036	1,390,000
2037	1,455,000
2038	1,520,000
2039	1,590,000
2040	1,665,000
2041	1,740,000
2042	1,820,000
2043	1,905,000
2044	1,990,000
2045	2,085,000
2046	2,180,000

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\* Preliminary, subject to change (see "CONDITIONS OF THE SALE – Post Bid Modification of Principal Amounts").

**OPTIONAL REDEMPTION . . .** The District reserves the right, at its option, to redeem Notes maturing on and after February 15, 2036, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2035, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

**SERIAL NOTES AND/OR TERM NOTES . . .** Bidders may provide that all of the Notes be issued as serial notes or may provide that any two or more consecutive annual principal amounts be combined into one or more term notes. See "CONDITIONS OF THE SALE – Type of Bids and Interest Rates" below.

**MANDATORY SINKING FUND REDEMPTION . . .** If the successful bidder elects to alter the Maturity Schedule reflected above and convert the principal amounts of the Serial Notes into one or more "Term Notes", such "Term Notes" shall be subject to mandatory redemption on the first February 15 next following the last maturity for Serial Notes, and annually thereafter on each February 15 until the stated maturity for the Term Notes at the redemption price of par plus accrued interest to the date of redemption. The principal amounts of the Term Notes to be redeemed on each mandatory redemption date shall be the principal amounts that would have been due and payable in the Maturity Schedule shown above had no designation of such maturities as Term Notes occurred.

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

The principal amount of the Term Notes for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Notes of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, shall have been acquired by the District at a price not exceeding the principal amount of such Term Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

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

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

**PAYING AGENT/REGISTRAR . . .** The initial Paying Agent/Registrar shall be BOKF, NA, Dallas, Texas (see “THE NOTES - Paying Agent/Registrar” in the Official Statement).

**SECURITY FOR PAYMENT . . .** The Notes constitute direct obligations of the District payable, both as to principal and interest, from available funds of the District as authorized and provided in Section 45.108 of the Texas Education Code, including an ad valorem tax levied, within the limitations of and pursuant to the District’s maintenance taxing authority, on all taxable property in the District, as provided in the resolution authorizing the Notes (see “SECURITY FOR THE NOTES” in the Preliminary Official Statement).

Further details regarding the Notes are set forth in the Official Statement.

#### **CONDITIONS OF THE SALE**

**TYPE OF BIDS AND INTEREST RATES . . .** The Notes will be sold in one block on an “All or None” basis, and at a price of not less than 101% and not greater than 105%. Bidders are invited to name the rate(s) of interest to be borne by the Notes, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/100 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 2.0% in rate. For Notes having stated maturities on and after February 15, 2036, no reoffering yield producing a dollar price less than 98.5% for any individual maturity will be accepted. The high bidder will be required to submit reoffering yields and dollar prices prior to the award. No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Notes of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered.

**ADVANCE MODIFICATION OF PRINCIPAL AMOUNTS . . .** The Maturity Schedule for the Notes set forth above represents an estimate of the principal amount of Notes to be sold. The District hereby reserves the right to change the Maturity Schedule, based on market conditions prior to the sale. In the event that the District elects to change the Maturity Schedule prior to the sale it will provide notice to potential bidders through PARITY. Such notice shall be considered an amendment to this Notice of Sale and Bidding Instructions.

**POST BID MODIFICATION OF PRINCIPAL AMOUNTS . . .** After final computation of the bids, in awarding the sale to the best bidder, the District may determine in its sole discretion, that the funds necessary to carry out the purposes for which the Notes are to be issued may be either more or less than the proceeds of the proposed sale of all of the Notes. Upon making such determination, the District reserves the right to adjust the principal amount of the Notes shown on the Maturity Schedule. The principal amount of any maturity of the Notes shall only be adjusted in \$5,000 increments and the aggregate par shall not be increased or decreased by an amount that exceeds 15% of the preliminary aggregate principal amount (rounded up to the next higher integral of \$5,000) without permission of the successful bidder. Such adjustment(s), if any, shall be made within 4 hours of the opening of the bids for the Notes.

The successful bidder may not withdraw its bid or change the interest rates bid or the initial reoffering terms 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 any adjustments in the principal amount of the Notes. The bid price for such an adjustment will reflect changes in the dollar amount of the underwriters’ discount and original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Notes from the selling compensation that would have been received based on the purchase price in the winning bid and the initial reoffering terms. The interest rates specified by the successful bidder for the various maturities at the initial reoffering terms will not change. The District anticipates that the final annual principal amounts and the final aggregate principal amount of the Notes will be communicated to the successful bidder within three hours of the District’s receipt of the initial public offering prices and yields for the Notes.

**BASIS FOR AWARD . . .** Subject to the District’s right to reject any or all bids and to waive any irregularities except time of filing, the sale of the Notes will be awarded to the bidder or syndicate account manager whose name first appears on the Official Bid Form (the “Purchaser”) making a bid that conforms to the specifications herein and which produces the lowest True Interest Cost rate to the District. The True Interest Cost rate is that rate which, when used to compute the total present value as of the date of initial delivery of all debt service payments on the Notes on the basis of semi-annual compounding, produces an amount equal to the sum of the par value of the Notes. 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 District 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 District 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).

**ADDITIONAL CONDITION OF AWARD – DISCLOSURE OF INTEREST PARTY FORM 1295: New obligation of the District to receive information from winning bidder . . .** Described hereinafter is the obligation of the District to receive information from the winning bidder if the bidder is not a publicly traded business entity (a “Privately Held Bidder”). Pursuant to Texas Government Code Section 2252.908 (the “Interested Party Disclosure Act”), the District may not award the Notes to the winning bidder that is a Privately Held Bidder unless such bidder submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the District as prescribed by the Texas Ethics Commission (“TEC”). In the event that a Privately Held Bidder’s bid for the Notes is the best bid received, the District, acting through its financial advisor, will promptly notify the winning Privately Held Bidder. That notification will serve as the conditional verbal acceptance of the bid, and will obligate the winning Privately Held Bidder to establish (unless such winning Privately Held Bidder has previously so established) an account with the TEC and to promptly file a completed Disclosure Form, as described below, in order to complete the award.

**PROCESS FOR COMPLETING THE DISCLOSURE FORM . . .** Reference should be made the Disclosure Form, the rules of the Texas Ethics Commission with respect to the Disclosure Form (the “Disclosure Rules”) and the Interested Party Disclosure Act. Instructional information regarding such matters are set forth at <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>. For purposes of completing the Disclosure Form the Initial Purchaser will need the following information: (a) item 2 – name of governmental entity: **Tyler JCD** and (b) item 3 – the identification number assigned to this contract by the District: **Tyler JCD Notes 2026**, and a description of the services to be provided under the contract: **Purchase of Notes**. The Interested Party Disclosure Act and the Disclosure Rules require a business entity contracting with the District to complete the form at the TEC Internet “portal” that may be accessed at the url set forth above, and then print, sign and deliver the Disclosure Form in physical form to the District. Following the award of the Notes, the District will acknowledge receipt of the completed Disclosure Form through the TEC website, as required by the law.

**PREPARATIONS AND FOR COMPLETION, AND THE SIGNIFICANCE OF, THE REPORTED INFORMATION . . .** In accordance with the Interested Party Disclosure Act, the information reported by the winning Privately Held Bidder MUST BE ACKNOWLEDGED and submitted to the District. No exceptions may be made to that requirement. The Interested Party Disclosure Act provides that such acknowledgment is made “under oath and under penalty of perjury.” Consequently, a winning Privately Held Bidder should take appropriate steps prior to completion of the Disclosure Form to familiarize itself with the Interested Party Disclosure Act, the Disclosure Rules and the Disclosure Form. Time will be of the essence in submitting the form to the District, and no award will be made by the District of the Notes until a completed Disclosure Form is received, if applicable. The District reserves the right to reject any bid that is not accompanied by a completed Disclosure Form, if required, as described herein. Neither the District nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any winning Privately Held Bidder with respect to the proper completion of the Disclosure Form.

Consequently, an entity intending to bid on the Notes should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form, if required, promptly upon notification from the District that its bid is the conditional winning bid. Instructional videos on logging in and creating a Disclosure Form are provided on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>.

**STATUTORY REPRESENTATIONS AND COVENANTS . . .** By submitting a bid, each bidder makes the following representations and, if its bid is accepted, covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”). As used in therein, “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 a bidder’s bid is accepted, then liability for breach of any such representation or covenant during the term of the contract for purchase and sale of the Notes created thereby (the “Purchase Contract”) 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 and Bidding Instructions, 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 or Section 2270.0201, Government Code. The foregoing representation excludes each 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 Purchase Contract. 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 Purchase Contract. 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 Purchase Contract. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

*Standing Letter Requirement.* Each prospective bidder must have a standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General’s Office as required by the All Bond Counsel Letter of the Texas Attorney General dated November 1, 2023. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Notes unless same is immediately replaced with a standing letter meeting the requirements of the above-described All Bond Counsel Letter. Upon request of the District, each bidder shall provide additional written certifications to the District and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the bidder’s standing letter and statutory representations and covenants contained in the Purchase Contract through the closing date (currently scheduled for February 25, 2026) (the “Bringdown Verification”). The District reserves the right, and each bidder hereby expressly authorizes the District, to provide such Bringdown Verification to the Texas Attorney General.

The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Notes. In the event that a bidder does not have such standing letter on file at the time of submission of a bid, the bidder agrees to file such standing letter with the Municipal Advisory Council of Texas and the Texas Attorney General’s Office by the earlier of: (a) two (2) hours after submitting its bid, and (b) the deadline for bids for the Notes.

**GOOD FAITH DEPOSIT . . .** A Good Faith Deposit, payable to the “Tyler Junior College District,” in the amount of \$551,100, is required. Such Good Faith Deposit shall be a wire transfer, bank cashier’s check or certified check (which is to be retained uncashed by the District pending the Purchaser’s compliance with the terms of the bid and this Notice of Sale and Bidding Instructions). The Good Faith Deposit may be provided to the District via wire transfer (the District will provide wire instructions to the Purchaser), or in the form of a certified or cashier’s check. The Good Faith Deposit will be retained by the District and: (a) (i) if the Purchaser utilizes a cashier’s check as its Good Faith Deposit, said cashier’s check will be returned to the Purchaser after delivery of the Notes, (ii) if the Purchaser utilizes a wire transfer method for its Good Faith Deposit, said wire transfer will be applied to the purchase price at the delivery of the Notes or (b) will be retained by the District as liquidated damages if the Purchaser defaults with respect to its purchase of the Notes in accordance with its bid or (c) will be returned to the Purchaser if the Notes are not issued by the District for any reason which does not constitute a default by the Purchaser. No interest will be allowed on the Good Faith Deposit.

#### **DELIVERY OF THE NOTES AND ACCOMPANYING DOCUMENTS**

**CUSIP NUMBERS . . .** It is anticipated that CUSIP identification numbers will appear on the Notes, but neither the failure to print or type such number on any Note 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 Notes in accordance with the terms of this Notice of Sale and Bidding Instructions and the terms of the Official Bid Form. All expenses in relation to the printing or typing of CUSIP numbers on the Notes shall be paid by the District; 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.

**DELIVERY OF NOTES . . .** Delivery will be accomplished by the issuance of one initial note (the “Initial Note”), either in typed or printed form, in the aggregate principal amount of \$27,555,000\*, payable in stated installments to the Purchaser, signed by an authorized official of the District, approved by the Attorney General, and registered and signed manually or by facsimile by the Comptroller of Public Accounts. Upon delivery of the Initial Note, it shall be immediately cancelled and one definitive Note 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 principal office of the Paying Agent/Registrar. Payment for the Notes must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Purchaser will be given six business days’ notice of the time fixed for delivery of the Notes. It is anticipated that delivery of the Notes can be made on or about February 25, 2026, and it is understood and agreed that the Purchaser will accept delivery and make payment for the Notes by 10:00 AM, Central Time, on February 25, 2026, or thereafter on the date the Notes are tendered for delivery, up to and including March 11, 2026. If for any reason the District is unable to make delivery on or before March 11, 2026, the District 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 District and the Purchaser shall be relieved of any further obligation. In no event shall the District be liable for any damages by reason of its failure to deliver the Notes, provided such failure is due to circumstances beyond the District’s reasonable control.

**CONDITIONS TO DELIVERY . . .** The obligation of the Purchaser to take up and pay for the Notes is subject to the Purchaser’s receipt of (a) the legal opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel for the District (“Bond Counsel”), (b) the District’s no-litigation certificate, and (c) the District’s certification as to the Official Statement, all as further described in the Official Statement.

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\* Preliminary, subject to change (see “CONDITIONS OF THE SALE – Post Bid Modification of Principal Amounts”).

**ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING PRICE RULE WILL APPLY IF COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED) . . .**

(a) The winning bidder shall assist the District in establishing the issue price of the Notes and shall execute and deliver to the District by Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District and Bond Counsel. All actions to be taken by the District under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the District by the District’s municipal advisor identified herein and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

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

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

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

(c) In the event that the competitive sale requirements are not satisfied, the District shall so advise the winning bidder. In such event, the District intends to treat the initial offering price to the public as of the sale date of each maturity of the Notes as the issue price of that maturity (the “hold-the-offering-price rule”). The District shall promptly advise the winning bidder, at or before the time of award of the Notes, if the competitive sale requirements were not satisfied, in which case the hold-the-offering-price rule shall apply to the Notes. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied and the hold-the-offering-price rule applies. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the District.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule applies to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (ii) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the District when the underwriters have sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The District acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail or other third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail or other third-party distribution agreement and the related pricing wires. The District further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail or other third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Notes.

(f) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail or other third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party retail or other distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail or other third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail or other third-party distribution agreement to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

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

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

**LEGAL OPINIONS . . .** The Notes are offered for delivery when, as and if issued, subject to the approval of the Attorney General of the State of Texas. Delivery of and payment for the Notes is subject to the receipt by the Purchaser of an opinion of Bond Counsel, to the effect that the Notes are valid and binding obligations of the District and that the interest on the Notes will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "TAX MATTERS" in the Official Statement.

**CERTIFICATION OF OFFICIAL STATEMENT . . .** At the time of payment for and initial delivery of the Notes, the District will execute and deliver to the Purchaser a certificate in the form described in the Official Statement (see "OTHER INFORMATION - Certification as to Official Statement" in the Preliminary Official Statement).

**CHANGE IN TAX EXEMPT STATUS . . .** At any time before the Notes are tendered for delivery, the Purchaser may withdraw its bid if the interest received by private holders on obligations of the same type and character as the Notes shall be declared to be includable in gross income under present federal income tax laws, either by ruling of the Internal Revenue Service or by a decision of any Federal court, or shall be declared taxable or be required to be taken into account in computing any federal income taxes, by the terms of any federal income tax law enacted subsequent to the date of this Notice of Sale and Bidding Instructions.

## GENERAL

**FINANCIAL ADVISOR . . .** Specialized Public Finance Inc. is employed as Financial Advisor to the District in connection with the issuance of the Notes. The Financial Advisor's fee for services rendered with respect to the sale of the Notes is contingent upon the issuance and delivery of the Notes. Specialized Public Finance Inc., in its capacity as Financial Advisor, 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 Notes, 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 Notes in states other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Purchaser will register the Notes in accordance with the securities law of the states in which the Notes are offered or sold. The District agrees to cooperate with the Purchaser, at the

Purchaser's written request and sole expense, in registering the Notes or obtaining an exemption from registration in any state where such action is necessary, provided, however, that the District shall not be obligated to qualify as a foreign corporation or to execute a general or special consent to service of process in any such jurisdiction.

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

**ANTICIPATED ISSUANCE OF ADDITIONAL NOTES . . .** The District is considering the possibility of calling a Bond Referendum at its February 2026 Board meeting. If the Board calls a Bond Referendum, it will be placed on the ballot for voter consideration on the general election date of May 2, 2026.

**RATINGS . . .** The Notes are rated "AA+" by S&P Global Ratings, a division of S&P Global Inc. ("S&P").

**THE PRELIMINARY OFFICIAL STATEMENT AND COMPLIANCE WITH SEC RULE 15c2-12 . . .** The District will approve and authorize the accompanying Preliminary Official Statement and, for the limited purpose of complying with SEC Rule 15c2-12 (the "Rule"), deems such Preliminary Official Statement to be final as of its date within the meaning of such Rule for the purpose of review prior to bidding. To the best knowledge and belief of the District, the Preliminary Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Notes. Representations made and to be made by the District concerning the absence of material misstatements and omissions in the Preliminary Official Statement are addressed elsewhere in this Notice of Sale and Bidding Instructions and in the Preliminary Official Statement.

The District will furnish to the Purchaser, acting through a designated senior representative, in accordance with instructions received from the Purchaser, within seven (7) business days from the sale date, copies of the final Official Statement in such quantity and in the format as the Purchaser shall request in order for the Purchaser to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board; provided, however, that the cost of any Official Statements in excess of 50 shall be prepared and distributed at the cost of the Purchaser. The Purchaser(s) 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 District assumes no responsibility or obligation for the distribution or delivery of any copies of the Preliminary Official Statement or the Official Statement in connection with the offering or reoffering of the subject securities.

**CONTINUING DISCLOSURE AGREEMENT . . .** The District will agree in the Resolution to provide certain periodic information and notices of certain events in accordance with the Rule, as described in the Official Statement under "CONTINUING DISCLOSURE OF INFORMATION". The Purchasers' obligation to accept and pay for the Notes is conditioned upon delivery to the Purchaser or its agent of a certified copy of the Resolution containing the agreement described under such heading.

**COMPLIANCE WITH PRIOR UNDERTAKINGS . . .** During the last five years, the District has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

**ADDITIONAL COPIES OF NOTICE, BID FORM AND STATEMENT . . .** A limited number of additional copies of this Notice of Sale and Bidding Instructions, the Official Bid Form and the Official Statement, as available over and above the normal mailing, may be obtained at the offices of Specialized Public Finance Inc. 4925 Greenville Avenue, Suite 1350, Dallas, Texas 75206, Financial Advisor to the District.

This Official Statement will be approved by the Board of Trustees of the District for distribution in accordance with the provisions of the Securities and Exchange Commission's rule codified at 17 C.F.R. Section 240.15c2-12, as amended.

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David Hudson  
Board President  
Tyler Junior College District

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Ellen Matthews

Board Secretary

Tyler Junior College District

January 22, 2026

## OFFICIAL BID FORM

Board of Trustees  
Tyler Junior College District  
1327 South Baxter Avenue  
Tyler, Texas 75711-9020

January 28, 2026

Board Members of the District:

Reference is made to your Preliminary Official Statement and Notice of Sale and Bidding Instructions, dated January 22, 2026 of \$27,555,000\* TYLER JUNIOR COLLEGE DISTRICT MAINTENANCE TAX NOTES, SERIES 2026, both of which constitute a part hereof.

For your legally issued Notes, as described in said Notice of Sale and Bidding Instructions and Preliminary Official Statement, we will pay you par plus premium in the amount of \$\_\_\_\_\_ for Notes maturing and bearing interest as follows:

Maturity	Principal Amount*	Interest Rate
2/15/2028	\$ 275,000	_____
2/15/2029	690,000	_____
2/15/2030	1,095,000	_____
2/15/2031	1,135,000	_____
2/15/2032	1,180,000	_____
2/15/2033	1,230,000	_____
2/15/2034	1,280,000	_____
2/15/2035	1,330,000	_____
2/15/2036	1,390,000	_____
2/15/2037	1,455,000	_____
2/15/2038	1,520,000	_____
2/15/2039	1,590,000	_____
2/15/2040	1,665,000	_____
2/15/2041	1,740,000	_____
2/15/2042	1,820,000	_____
2/15/2043	1,905,000	_____
2/15/2044	1,990,000	_____
2/15/2045	2,085,000	_____
2/15/2046	2,180,000	_____

Of the principal maturities set forth in the table above, term notes have been created as indicated in the following table (which may include multiple term notes, one term notes or no term note if none is indicated). For those years which have been combined into a term notes, 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 note maturity date shall mature in such year. The term notes created are as follows:

Term Note Maturity Date (February 15)	Year of First Mandatory Redemption	Principal Amount of Term Note	Interest Rate
_____	_____	\$ _____	% _____
_____	_____	\$ _____	% _____
_____	_____	\$ _____	% _____

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

TRUE INTEREST COST \_\_\_\_\_ %

\* Preliminary, subject to change (see "CONDITIONS OF THE SALE – Post Bid Modification of Principal Amounts").

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

A wire transfer, bank cashier's check or certified check of the \_\_\_\_\_ Bank, \_\_\_\_\_, in the amount of \$551,100, 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 Official Statement and Notice of Sale and Bidding Instructions.

We agree to accept delivery of the Notes utilizing the Book-Entry-Only System through DTC and make payment for the Initial Note in immediately available funds in the Corporate Trust Division, BOKF, NA, Dallas, Texas, not later than 10:00 AM, Central Time, on February 25, 2026, or thereafter on the date the Notes 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 Notes to complete the DTC Eligibility Questionnaire.

**VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS . . .** The undersigned 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. Liability for breach of any such verification during the term of the contract for purchase and sale of the Notes created hereby (the "Agreement") shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited.

*Not a Sanctioned Company . . .* The undersigned 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 . . .* The undersigned 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 . . .* The undersigned 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 . . .* The undersigned 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 . . .** The undersigned 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 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>). The undersigned 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 above under the heading "Verifications of Statutory Representations and Covenants," and (ii) will, upon request of the District or Bond Counsel on behalf of the District, provide the District and Bond Counsel with a copy of its Standing Letter. The undersigned 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 District or Bond Counsel on the District's behalf, the undersigned shall provide additional written certifications to the District 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 February 25, 2026) (the "Bringdown Verification"). The District reserves the right, and the undersigned hereby expressly authorizes the District, to provide such Bringdown Verification to the Texas Attorney General.

In addition, if the undersigned bidder has received notice from the Texas Comptroller of Public Accounts that such bidder or its affiliate may appear on the State of Texas' list of financial companies that boycott energy companies the undersigned bidder shall provide to the District or Bond Counsel, at least two business days prior to Closing, written verification to the effect that the applicable standing letter remains in effect and may be relied upon by the District and the Texas Attorney General. The written verification will also confirm that bidder and/or its affiliate which received the letter from the Comptroller intends to timely respond to the Comptroller's request. Such written verification may be in the form of an e-mail.

The undersigned agrees to complete, execute, and deliver to the District, at least six business days prior to delivery of the Notes, a note relating to the "issue price" of the Notes in the form and to the effect accompanying the Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to or required by the District.

**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,

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Name of Underwriter or Manager

---

Authorized Representative

---

Phone Number

---

Signature

**Please check one of the options below regarding Good Faith Deposit:**

**Submit by Wire Transfer**

**Submit by Bank Cashier's/Certified Check**

**ACCEPTANCE CLAUSE**

The above and foregoing bid is hereby in all things accepted by the Tyler Junior College District, subject to and in accordance with the Notice of Sale and Bidding Instructions, this the 29<sup>th</sup> day of January, 2026.

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Board President  
Tyler Junior College District

\$ \_\_\_\_\_  
TYLER JUNIOR COLLEGE DISTRICT  
MAINTENANCE TAX NOTES, SERIES 2026

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of \_\_\_\_\_ (the "Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned notes (the "Notes") of the Tyler Junior College District (the "Issuer").

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

(a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by the Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by the Purchaser in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Notes.

- (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 Notes.

**2. Bond Insurance.**

The Purchaser (has)(has not) purchased bond insurance for the Notes. The bond insurance, if any, has been purchased from \_\_\_\_\_ (the "Insurer") for a premium cost of \$ \_\_\_\_\_ (net of any nonguarantee cost, e.g., rating agency fees). The amount of such cost is set forth in the Insurer's commitment and is separately stated from all other fees or charges payable to the Insurer. The premium does not exceed a reasonable charge for the transfer of credit risk taking into account payments charged by guarantors in comparable transactions (including transactions in which a guarantor has no involvement other than as a guarantor). The present value of the debt service savings expected to be realized as a result of such insurance, discounted at a rate equal to the yield on the Notes which results after recovery of the insurance premium, exceeds the present value of the bond insurance premium.

**3. Defined Terms.**

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

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

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is \_\_\_\_\_, 2026.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes 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 Notes to the Public (including a member of a selling group or a party to a retail or other third-party distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Tax Exemption with respect to the Notes and with respect to compliance with the federal income tax rules affecting the Notes, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[NAME OF PURCHASER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**  
*(Attached)*

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
*(Attached)*