

*This Official Notice of Sale does not alone constitute an invitation for bids but is merely notice of sale of the Notes described herein. The invitation for bids on such Notes is being made by means of this Official Notice of Sale, the Official Bid Form, and the Preliminary Official Statement.*

## OFFICIAL NOTICE OF SALE

**\$19,300,000\***

**EAGLE MOUNTAIN-SAGINAW INDEPENDENT SCHOOL DISTRICT  
(A political subdivision of the State of Texas located in Tarrant County, Texas)  
MAINTENANCE TAX NOTES, SERIES 2026**

**Bids Due Thursday, February 26, 2026, at 11:00 A.M., Central Time**

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

### THE SALE

**NOTES OFFERED FOR SALE AT COMPETITIVE BID:** The Eagle Mountain-Saginaw Independent School District (the “District”) is offering for sale at competitive bid its \$19,300,000\* Maintenance Tax Notes, Series 2026 (the “Notes”).

**ELECTRONIC BIDDING PROCEDURES:** Interested bidders may, at their option and risk, submit their bid by electronic media, as described below, by 11:00 A.M., Central time, on Thursday, February 26, 2026. Bidders submitting a bid by electronic media shall not be required to submit a signed Official Bid Form prior to the award. Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of the Ipreo, LLC Parity System (“PARITY”) and should, as a courtesy, register with PARITY by 9:00 A.M., Central time, on Thursday, February 26, 2026, indicating their intent to submit a bid via PARITY.

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 Official 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 PARITY, the use of such facilities being the sole risk of the prospective bidder.

In the event of a malfunction in the electronic bidding process, bidders may submit their bids by email to jmclaughlin@bokf.com. If there is a malfunction of the electronic bidding process and a bidder submits a bid via email, please call (214) 576-0878 to notify the Financial Advisor of the incoming bid. Any bid received after the scheduled time for their receipt will not be accepted.

**If any provisions of this Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY may be obtained from Parity Customer Support, 1359 Broadway, 2nd Floor, New York, New York, 10018, Telephone (212) 849-5021.**

For purposes of 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 of Award” below. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form. The winning bidder shall submit a signed bid form if not previously submitted.**

**BOK Financial Securities, Inc. will not be responsible for the submission of any bids received after the above deadline.**

**The District and BOK Financial Securities, Inc. assume no responsibility or liability with respect to any irregularities associated with the submission of any bids.**

**PLACE AND TIME OF BID OPENING:** The bids for the Notes will be publicly opened and read at the offices of the Financial Advisor, BOK Financial Securities, Inc., 5601 Granite Parkway, Suite 1300, Plano, Texas 75024, at 11:00 A.M., Central time, Thursday, February 26, 2026.

**AWARD OF THE NOTES:** The Pricing Officer (hereinafter defined) of the District will take action to award the Notes (or reject all bids) by 5:00 P.M., Central time, on Thursday, February 26, 2026. The District intends to award the Notes on the basis of the **lowest True Interest Cost rate** (hereinafter defined) to the District. Delivery of the Notes is conditioned on the receipt by the District of the Issue Price Certificate, a form of which is attached hereto. The District reserves the right to reject any and all bids. In the case of a tie bid, the District reserves the right to award the Notes to the bidder of its choice.

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<sup>\*</sup> Preliminary, subject to change. See “THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes” herein.

## THE NOTES

**DESCRIPTION:** The Notes will be dated February 15, 2026. Interest will accrue from the date of initial delivery to the winning bidder (the “Delivery Date”) and is payable on February 15, 2027, and each August 15 and February 15 thereafter until stated maturity or prior redemption. The Notes will be issued only in fully registered form in principal denominations of \$5,000 or integral multiples thereof within a stated maturity. The definitive Notes will be initially registered in the name of, and delivered to, Cede & Co., as the nominee of The Depository Trust Company, New York, New York (“DTC”) pursuant to the book-entry-only system described in the Preliminary Official Statement. DTC will act as securities depository (the “Securities Depository”). Beneficial ownership of the Notes may be acquired in denominations of \$5,000 or integral multiples thereof within a stated maturity. Beneficial owners will not receive physical delivery of certificates representing their interest in the Notes purchased. So long as DTC or its nominee is the registered owner of the Notes, the principal of and interest on the Notes will be payable by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as the initial Paying Agent/Registrar, to the Securities Depository, which will in turn remit such principal and interest to its Participants, which in turn will remit such principal and interest to the Beneficial Owners of the Notes (see “BOOK-ENTRY-ONLY SYSTEM” in the Preliminary Official Statement).

**MATURITY SCHEDULE\*:** The Notes will mature on August 15 in each year as follows:

Maturity Date <u>(8/15)</u>	Principal <u>Amount*</u>
2027	\$ 1,775,000
2028	2,185,000
2029	2,295,000
2030	2,410,000
2031	2,505,000
2032	2,605,000
2033	2,710,000
2034	2,815,000

**ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE FOR THE NOTES:** After final computation of the bids, the District reserves the right in its sole discretion either to decrease or increase the principal amount of any stated maturity of the Notes. Such adjustments will be in \$5,000 increments and will not change the aggregate principal amount of the Notes by more than 10% from the amount set forth herein or change the principal amount due on the Notes in any one year by more than 20% (rounded up to the next higher integral multiple of \$5,000). Such adjustment(s), if any, shall be made within four (4) hours of the initial award of the Notes. The price at which such adjusted principal amount of Notes will be sold will be the same price per \$1,000 of Notes as the price per \$1,000 for the original par amount of Notes bid. In order to calculate the yield on the Notes for federal tax law purposes and as a condition precedent to the award of the Notes, bidders must disclose to the District in connection with their respective bids the price (or yield to stated maturity) at which each stated maturity of the Notes will be reoffered and sold for (or expected to be sold) to the public.

In the event of any adjustment of the maturity schedule for the Notes 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 Notes and/or the maturity schedule for the Notes made by the District or its Financial Advisor shall be subsequent to the award of the Notes to the winning bidder as determined pursuant to “CONDITIONS OF THE SALE – Basis of Award” herein and shall not affect such determination. The successful bidder may not withdraw its bid as a result of any changes made within the aforementioned limits.

There is no guarantee that adjustments and/or revisions will not be necessary in order to properly size the Notes. Accordingly, the District reserves the right in its sole discretion to make adjustments as previously described above, even if the issue size of the Notes does not change from the original par amount of Notes. In the event of any such adjustment and or revision, no rebidding will be permitted, and the purchase price as may have been bid on the Notes shall be adjusted accordingly.

**OPTIONAL REDEMPTION:** The Notes maturing on and after August 15, 2030, are subject to redemption prior to maturity, at the option of the District, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2029, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

**SERIAL NOTES AND/OR TERM NOTES:** Bidders may provide that all of the Notes be issued as serial Notes (“Serial Notes”) or may provide that any two or more consecutive annual principal amounts be combined into one or more “Term Notes”.

\* Preliminary, subject to change. See “THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes” herein.

**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 Term Notes, such Term Notes shall be subject to mandatory redemption on the first August 15 next following the last maturity for Serial Notes, and annually thereafter on each August 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. At least forty-five (45) days prior to each mandatory redemption date, the Paying Agent/Registrar shall select by lot the Term Notes to be redeemed and cause a notice of redemption to be given in the manner provided in the Official Statement. The principal amount of the Term Notes for a stated maturity required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the District, by the principal amount of the Term Notes of the same maturity which, at least fifty (50) days prior to a mandatory redemption date, (i) 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 or (ii) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

**AUTHORIZATION:** The Notes are being issued pursuant to the Constitution and general laws of the State of Texas (the "State"), including, particularly, Chapter 1371, Texas Government Code, as amended ("Chapter 1371"), Section 45.108, Texas Education Code, as amended, and a note resolution (the "Note Resolution") adopted by the Board of Trustees (the "Board") of the District on January 20, 2026, in which the Board delegated pricing of the Notes and certain other matters to a "Pricing Officer" who will approve and execute a "Pricing Certificate" which will complete the sale of the Notes (the Note Resolution and the Pricing Certificate are collectively referred to as the "Resolution").

**PURPOSE:** Proceeds from the sale of the Notes will be used (i) for maintenance expenses of the District, including the purchase of school buses, vehicles, and equipment for the District's transportation department; and (ii) to pay the cost of issuance of the Notes.

**BOOK-ENTRY-ONLY SYSTEM:** The District intends to utilize the Book-Entry-Only System of DTC. See "BOOK-ENTRY-ONLY SYSTEM" in the Preliminary Official Statement.

**PAYING AGENT/REGISTRAR:** The initial Paying Agent/Registrar shall be The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. If the Paying Agent/Registrar becomes unable for any reason to act as Paying Agent/Registrar, the District has covenanted to appoint a successor Paying Agent/Registrar.

**SOURCE OF PAYMENT:** The Notes constitute direct obligations of the District and are payable as to principal and interest from available funds of the District, including the proceeds of an annual ad valorem tax levied for maintenance purposes by the District against all taxable property within the District, within the limitations of the District's maintenance tax authority, as provided in the Resolution (see "THE NOTES – Security," "STATE AND LOCAL FUNDING OF SCHOOL DISTRICTS IN TEXAS," "CURRENT PUBLIC SCHOOL FINANCE SYSTEM" and "TAX RATE LIMITATIONS" in the Preliminary Official Statement). **The Notes are not guaranteed by the State of Texas Permanent School Fund Guarantee Program** (see "THE NOTES – Security" in the Preliminary Official Statement).

**OFFICIAL STATEMENT AND OTHER TERMS AND COVENANTS IN THE RESOLUTION:** Further details regarding the Notes and certain covenants of the District contained in the Resolution are set forth in the Official Statement, to which reference is made for all purposes.

## **CONDITIONS OF THE SALE**

**TYPES 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 104.25% and not more than 110.00% of their principal amount; provided, however, that any bid is subject to adjustment as described under the caption "THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes." 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% in rate. 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.

**BASIS OF 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 Delivery Date 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 plus any premium bid, if any. 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).

**GOOD FAITH DEPOSIT:** A bank cashier's check, payable to the order of "Eagle Mountain-Saginaw Independent School District", in the amount of \$386,000 (the "Good Faith Deposit"), which is 2% of the par value of the Notes, is required. The Good Faith Deposit of the Purchaser will be retained uncashed by the District pending the Purchaser's compliance with the terms of its bid and this Official Notice of Sale. In the event the Purchaser should fail, refuse, or be unable to take up and pay for the Notes in accordance with its bid, then said check shall be cashed and accepted by the District as full and complete liquidated damages, except as provided under the caption "CONDITIONS OF THE SALE – Additional Condition of Award" herein. The Good Faith Deposit may accompany the Official Bid Form or it may be submitted separately; however, if submitted separately, it shall be made available to the District prior to the opening of the bids, and shall be accompanied by instructions from the bank on which it is drawn which authorizes its use as a Good Faith Deposit by the Purchaser who shall be named in such instructions. The Good Faith Deposit of the Purchaser will be returned to the Purchaser upon payment for the Notes. No interest will be allowed on the Good Faith Deposit. Checks accompanying bids other than the winning bid will be returned promptly after the bids are opened, and an award of the Notes has been made by the District. Upon failure to deliver the Issue Price Certificate in the form attached hereto, the District will have the right to retain the Good Faith Deposit.

**OBLIGATION OF THE DISTRICT TO RECEIVE DISCLOSURE OF INTERESTED PARTY FORM:** Pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the District may not award the Notes to the winning bidder unless the winning bidder either: (a) provides a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the District as prescribed by the Texas Ethics Commission ("TEC"), or (b) represents to the District by marking the appropriate box on the Official Bid Form that the bidder is a publicly traded business entity or a subsidiary of a publicly traded business entity (the "Publicly Traded Entity Representation"). In the event that the bidder's bid for the Notes is the best bid received and the executed Official Bid Form does not provide the Publicly Traded Entity Representation, the District, 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 Disclosure Form materials described below. In the event that the bidder's bid for the Notes is the best bid received and the Official Bid Form provides the Publicly Traded Entity Representation, the District, acting through its financial advisor, will promptly notify the bidder. That notification will serve as the final verbal acceptance of the bid, subject only to written acceptance of the bid by the Board.

*Process for Completing the Disclosure Form.* The Disclosure Form, along with tutorials on logging in and creating a Disclosure Form, can be found at <https://www.ethics.state.tx.us/filinginfo/1295/>, and reference should be made to the following information in order to complete it: (a) item 2 – name of governmental entity ("Eagle Mountain-Saginaw Independent School District"), (b) item 3 – the identification number ("2026 Notes"), and (c) item 3 – description of the goods or services assigned to this contract by the District ("Purchase of the Eagle Mountain-Saginaw Independent School District Maintenance Tax Notes, Series 2026").

**Unless you are able to make the Publicly Traded Entity Representation, the District cannot accept your bid unless and until you:**

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

**These materials must be delivered electronically to the District's Bond Counsel at [kristen.savant@nortonrosefulbright.com](mailto:kristen.savant@nortonrosefulbright.com) and Financial Advisor at [jmclaughlin@bokf.com](mailto:jmclaughlin@bokf.com) as soon as possible following the notification of conditional verbal acceptance and prior to the final written award.**

The information reported by a bidder in the Disclosure Form must be acknowledged by an authorized agent of the winning bidder. No exceptions may be made to that requirement. The Interested Party Disclosure Act provides that such acknowledgment is made "under penalty of perjury." Consequently, a bidder should take appropriate steps prior to completion of the Disclosure Form to familiarize itself with the Interested Party Disclosure Act, the Disclosure Form, and the rules associated therewith. If the Disclosure Form is required, time will be of the essence in submitting the form to the District, and no bid will be accepted by the District unless a completed Disclosure Form is received on time. Neither the District nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation to undertake nor responsibility for advising any bidder with respect to the proper completion of a 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, if necessary, to submit the completed form promptly upon notification from the District that its bid is the conditional winning bid.

**ADDITIONAL CONDITION OF AWARD:** By submission of a bid for the Notes, each bidder makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”). 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 Notes 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.

*Representation Regarding Foreign Terrorist Organization.* 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.

*Verification Regarding Israel Boycott.* 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.

*Verification Regarding Discrimination Against Firearm Entity or Trade Association.* 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.

*Verification Regarding Energy Company Boycott.* 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 Notes, 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 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 “ADDITIONAL CONDITION OF AWARD” herein, 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. 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 District or Bond Counsel on the District’s behalf, 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 Standing Letter and the statutory representations and covenants contained in the Agreement through the closing date (currently scheduled for March 26, 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.

**IMPACT OF BIDDING SYNDICATE ON AWARD:** For purposes of contracting for the sale of the Notes, the entity signing the bid form as Purchaser shall be solely responsible for the payment of the purchase price of the Notes. The Purchaser may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the District is not a party to that agreement and any information provided regarding syndicate members would be for informational purposes only.

#### 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 numbers 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 Official Notice of Sale and the terms of the Official Bid Form. All expenses in relation to the assignment, printing or typing of CUSIP numbers on the Notes shall be paid by the District.

**INITIAL DELIVERY OF INITIAL NOTE:** The Notes will be initially delivered as one Note (“Initial Note”) in the aggregate principal amount of \$19,300,000\* payable to the Purchaser, signed by the President of the Board of Trustees of the District and approved by the Attorney General of the State of Texas and registered and signed by the Comptroller of Public Accounts of the State of Texas, exchangeable as set forth below. Initial delivery will be at the designated 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 three (3) business days’ notice of the time fixed for delivery of the Notes. It is anticipated that initial delivery (“Initial Delivery”) will be made on or about March 26, 2026, and it is understood and agreed that the Purchaser will accept delivery and make payment for the Notes not later than 10:00 A.M., Central time, on March 26, 2026, or thereafter on the date the Notes are tendered for delivery up to and including April 9, 2026. If for any reason the District is unable to make delivery on or before April 9, 2026, then the District shall immediately contact the Purchaser and may offer to allow the Purchaser to extend its offer for an additional thirty (30) days. If the Purchaser does not elect to extend its offer within five (5) business days thereafter, then the 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.

**DTC DEFINITIVE NOTES:** Upon payment for the Notes at the time of the Initial Delivery, the Paying Agent/Registrar shall cancel the Initial Note, and one definitive Note for each stated maturity will be registered and delivered only to Cede & Co., and deposited with DTC in connection with DTC’s Book-Entry-Only System. All references herein to the registered owners of the Notes shall mean Cede & Co. and not the beneficial owners of the Notes. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Notes at DTC, or another securities depository, in which case such beneficial interests would become exchangeable for one or more fully registered Notes of like principal amount as the Notes presented for cancellation and exchange.

**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”), and (b) the certification as to no litigation and the Official Statement, all as further described in the Preliminary Official Statement.

In order to provide the District and its consultants 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 (on or before ten (10) business day prior to the delivery of the Notes) 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).

**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 the Initial Delivery 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:

- (1) the District shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the 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
- (4) 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:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the 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 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 retail 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 when, as and if issued, subject to the unqualified approving legal opinion 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 the approving legal opinion of Norton Rose Fulbright US LLP, Bond Counsel, substantially in the form reproduced in Appendix C to the Preliminary Official Statement.

Bond Counsel did not take part in the preparation of the Official Bid Form, Official Notice of Sale, or Preliminary Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken to independently verify any of the information contained therein, except that in its capacity as Bond Counsel, such firm has reviewed the information describing the Notes in the Preliminary Official Statement to verify that such description conforms to the provisions of the Resolution. In reviewing the Preliminary Official Statement, Bond Counsel represents only the District. The legal fee to be paid Bond Counsel for services rendered in connection with the issuance of the Notes is contingent upon the sale and delivery of the Notes.

**CERTIFICATION OF OFFICIAL STATEMENT:** At the time of payment for, and Initial Delivery of, the Initial Note, a District official will execute and deliver to the Purchaser a certificate in the form set forth in the Preliminary Official Statement.

**CHANGE IN TAX-EXEMPT STATUS:** At any time before the Notes are tendered for initial delivery to the Purchaser, the Purchaser may withdraw its bid if the interest on obligations such as the Notes shall be declared to be includable in the gross income, as defined in section 61 of the Code, of the owners thereof for federal income tax purposes, either by Treasury regulations, by ruling or administrative guidance of the Internal Revenue Service, by a decision of any federal court, or by the terms of any federal income tax legislation enacted subsequent to the date of this Official Notice of Sale.

## GENERAL

**FINANCIAL ADVISOR:** BOK Financial Securities, 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. BOK Financial Securities, Inc. waives the right to submit a bid for the Notes, either independently or as a member of a syndicate organized to submit a bid for the Notes. BOK Financial Securities, 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:** The District has made no investigation regarding the eligibility to purchase or participate in the underwriting of the Notes under any applicable securities, legal investment, insurance, banking or other laws which might govern the ability of such institution to underwrite or invest in the Notes. By submission of its bid, the Purchaser represents that the sale of the Notes in jurisdictions 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 jurisdictions in which the Notes are offered or sold. The District agrees to cooperate with the Purchaser, at the Purchaser's written request and expense, in registering the Notes or obtaining an exemption from registration in any state where such action is necessary, except that the District will not be obligated to qualify as a foreign corporation or execute a general or special consent to service of process.

**NOT AN OFFER TO SELL:** This Official Notice of Sale 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 Official Notice of Sale, the Official Bid Form and the Official Statement. Prospective purchasers are urged to carefully examine the Preliminary Official Statement to determine the investment quality of the Notes.

**RATING:** Moody's Investors Service, Inc. has assigned a municipal bond rating of “Aa3” to the Notes. **The Notes are not guaranteed by the State of Texas Permanent School Fund Guarantee Program.** There is no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating company, if in the judgment of such company, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Notes.

## OFFICIAL STATEMENT

**FINAL OFFICIAL STATEMENT:** The District has prepared, or caused to be prepared, the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Notes, but will not prepare any other document or version for such purpose except to take into account certain subsequent events, if any, as described below. To the 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. The Purchaser will be responsible for informing the District of the initial offering yields. The District will prepare, or cause to be prepared, a Final Official Statement describing the respective offering yields, the interest rates on the Notes, the selling compensation, and the rating assigned to the Notes. Accordingly, the District deems the accompanying Preliminary Official Statement to be final as of its date, within the meaning of United States Securities and Exchange Commission Rule 15c2-12, for the purpose of review prior to bidding. By delivering the Final Official Statement or any amendment or supplement thereto to the Purchaser on or after the sale date, the District represents the same to be complete as of such date, within the meaning of United States Securities and Exchange Commission Rule 15c2-12(f)(3). Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the Official Statement which are or will be made by the District are those described in the Preliminary Official Statement under "CERTIFICATION OF THE OFFICIAL STATEMENT."

**CONTINUING DISCLOSURE AGREEMENT:** The District will agree in the Resolution to provide certain periodic information and notices of certain events in accordance with United States Securities and Exchange Commission 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 Notes is conditioned upon delivery to the Purchaser or their agent of a copy of the Resolution containing the agreement described under such heading.

**REGISTRATION AND QUALIFICATION OF NOTES FOR SALE:** No registration statement relating to the Notes has been filed with the United States Securities and Exchange Commission ("SEC") under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2). The Notes have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the Official Statement. The Notes have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Notes been registered or qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Notes under the securities laws of any jurisdiction in which the Notes may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Notes shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions.

**CHANGES TO OFFICIAL STATEMENT:** If, subsequent to the date of the Official Statement, the District learns or is notified by the Purchaser of any adverse event which causes any of the key representations in the Official Statement to be materially misleading, the District will promptly prepare and supply to the Purchaser a supplement to the Official Statement which corrects such representation to the reasonable satisfaction of the Purchaser, unless the Purchaser elects to terminate its obligation to purchase the Notes as described in "DELIVERY OF THE NOTES AND ACCOMPANYING DOCUMENTS – Conditions to Delivery." The obligation of the District to do so will terminate when the District delivers the Notes to the Purchaser, unless the Purchaser notifies the District that less than all of the Notes 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 for more than 25 days after the sale date) until all of the Notes have been sold to ultimate customers.

**DELIVERY OF OFFICIAL STATEMENTS:** The District will furnish to the Purchaser, within seven (7) business days after the sale date, an aggregate maximum of one hundred (100) copies of the Official Statement, together with information regarding the interest rate and other terms relating to the reoffering of the Notes. The District agrees to provide, or cause to be provided, to the Purchaser the Preliminary Official Statement and the Official Statement and any amendments or supplements thereto in a designated electronic format (or printed format with respect to the final Official Statement) as may be required for the Purchaser to comply with Rule 15c2-12 or the rules of the Municipal Securities Rulemaking Board ("MSRB"). The District consents to the distribution of such documents in a designated electronic format. Upon receipt, the Purchaser shall promptly file the Official Statement with the MSRB in accordance with the applicable MSRB rules. The Purchaser will be responsible for providing information concerning the District and the Notes to subsequent purchasers of the Notes, and the District will undertake no responsibility for providing such information other than to make the Official Statement available to the Purchaser as provided herein.

On the date of the sale, the District will, through its delegation to the Pricing Officer, in the Pricing Certificate, confirm its approval of the form and content of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and authorize its use in the reoffering of the Notes by the Purchaser.

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Pricing Officer  
Eagle Mountain-Saginaw Independent School District

February 19, 2026

## OFFICIAL BID FORM

Honorable President and Board of Trustees  
Eagle Mountain-Saginaw Independent School District  
1600 Mustang Rock Road  
Fort Worth, Texas 76179

February 26, 2026

Reference is made to your Preliminary Official Statement and Official Notice of Sale, dated February 19, 2026 of \$19,300,000\* EAGLE MOUNTAIN-SAGINAW INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES, SERIES 2026, both of which constitute a part hereof.

For your legally issued Notes, as described in said Official Notice of Sale and Preliminary Official Statement, we will pay you a price of \$ \_\_\_\_\_ (not less than 104.25% nor greater than 110.00% of the par value thereof), for Notes maturing and bearing interest per annum as follows:

<b>Maturity Date</b> <u>(8/15)</u>	<b>Principal</b> <u>Amount*</u>	<b>Interest</b> <u>Rate</u>
2027	\$ 1,775,000	_____
2028	2,185,000	_____
2029	2,295,000	_____
2030	2,410,000	_____
2031	2,505,000	_____
2032	2,605,000	_____
2033	2,710,000	_____
2034	2,815,000	_____

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 Note, 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:

<b>Term Note</b> <u>Maturity Date</u>	<b>Year of First</b> <u>Mandatory</u> <u>Redemption</u>	<b>Principal</b> <u>Amount of</u> <u>Term Note</u>	<b>Interest</b> <u>Rate</u> %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

By accepting this bid, the Purchaser understands the District will provide the copies of the Official Statement, as well as any amendments or supplements thereto (in a designated electronic format), all in accordance with the Official Notice of Sale.

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

A bank cashier's check or certified check of the \_\_\_\_\_ Bank, \_\_\_\_\_, in the amount of \$386,000, 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 Official Notice of Sale and Bidding Instructions.

\* Preliminary, subject to change. See "THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes" herein.

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 designated office of the Corporate Trust Division, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 11:00 A.M., Central time, on March 26, 2026, or thereafter on the date the Notes are tendered for delivery, pursuant to the terms set forth in the Official Notice of Sale and Bidding Instructions. It will be the obligation of the Purchaser of the Notes to complete and file the DTC Eligibility Questionnaire.

For purposes of contracting for the purchase of the Notes, the entity signing the bid form as Purchaser shall be solely responsible for the payment of the purchase price of the Notes. The Purchaser may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the District is not a party to that agreement and any information provided regarding syndicate managers would be or informational purposes only.

The Purchaser (mark one):

Agrees to timely make a filing of a completed Disclosure Form with the District.

or

Hereby certifies that it is exempt from the Disclosure Form filing requirements by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity.

The undersigned makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”). 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.

Representation Regarding Foreign Terrorist Organization. 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.

Verification Regarding Israel Boycott. 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.

Verification Regarding Discrimination Against Firearm Entity or Trade Association. 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.

Verification Regarding Energy Company Boycott. 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.

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 set forth above, 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 March 26, 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 (6) business days prior to delivery of the Notes, a certificate relating to the “issue price” of the Notes in the form and to the effect accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to or required by the District. The undersigned also agrees to provide the District and its consultants, at least ten (10) business days prior to the delivery of the Notes, 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 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.**

Respectively submitted,

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Name of Underwriter or Manager

---

Authorized Representative

---

Phone Number

---

Signature

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Eagle Mountain-Saginaw Independent School District, subject to and in accordance with the Official Notice of Sale, this the 26<sup>th</sup> day of February, 2026.

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Pricing Officer  
Eagle Mountain-Saginaw Independent School District

## ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [PURCHASER], hereby certifies as set forth below with respect to the sale of \$19,300,000\* Maintenance Tax Notes, Series 2026 (the "Notes") of the Eagle Mountain-Saginaw Independent School 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 [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 [PURCHASER] in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by [PURCHASER] to purchase the Notes.
- (b) [PURCHASER] was not given the opportunity to review other bids prior to submitting its bid.
- (c) The bid submitted by [PURCHASER] constituted a firm offer to purchase the Notes.

2. ***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 February 26, 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 [PURCHASER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate 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.

EXECUTED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

[PURCHASER]

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

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

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

\* Preliminary, subject to change. See "THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes" herein.

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**

*(Attached)*

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**

*(Attached)*

[Schedule B to Issue Price Certificate]