

This Official Notice of Sale does not alone constitute an offer to sell, but is merely notice of sale of the bonds described herein. The offer to sell such bonds is being made by means of this Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement.

OFFICIAL NOTICE OF SALE

\$12,460,000

LUCE BAYOU PUBLIC UTILITY DISTRICT

(A political subdivision of the State of Texas
located within Harris County, Texas)

**WATERWORKS AND SEWER SYSTEM COMBINATION
UNLIMITED TAX AND REVENUE BONDS
SERIES 2026**

Bids Due: Wednesday, March 4, 2026, at 11:00 A.M., Houston Time
Bonds Awarded: Wednesday, March 4, 2026, at 5:00 P.M., Houston Time

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BONDS OFFERED FOR SALE AT COMPETITIVE BID: The Board of Directors (the “Board”) of Luce Bayou Public Utility District (the “District”) is offering for sale at competitive bid of the District’s \$12,460,000 Waterworks and Sewer System Combination Unlimited Tax and Revenue Bonds, Series 2026 (the “Bonds”). Options to submit bids on the Bonds are only the following:

- (1) Deliver bids directly to the District as is described below under the caption “Sealed Bids Delivered to the District;”
- (2) Submit bids electronically as is described below under the caption “Electronic Bidding Procedures;” or
- (3) Submit bids by telephone as is described below under the caption “Bids by Telephone.”

The District will not accept bids submitted by facsimile.

PLACE AND TIME OF BID OPENING: The District will open sealed bids for the purchase of the Bonds on Wednesday, March 4, 2026, at 5:00 P.M., Houston, Texas Time, at the May Community Center, 2100 Wolf Road, Huffman, Texas 77336. Bids for the Bonds will be opened and publicly read by Rathmann & Associates, L.P., the District’s Financial Advisor and authorized representative of the Board. The Board will then take action to reject the bids or accept the qualified bid that produces the lowest net effective interest rate for the Bonds. The Board reserves the right to reject any or all bids and to waive any irregularities, except time of filing.

SEALED BIDS DELIVERED TO THE DISTRICT: Sealed bids, which must be executed by an authorized representative of the bidder on the Official Bid Form and plainly marked “Bid for Bonds,” are to be addressed to “President and Board of Directors, Luce Bayou Public Utility District” and delivered to the District in care of Rathmann & Associates, L.P., 8584 Katy Freeway, Suite 250, Houston, Texas 77024 prior to 11:00 A.M., Houston Time, on Wednesday, March 4, 2026. Any bid received after such scheduled time for bid delivery will not be accepted.

ELECTRONIC BIDDING PROCEDURES: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 11:00 A.M., Houston Time, on Wednesday, March 4, 2026. No bid will be accepted after the time for receiving bids specified above. Bidders must submit a signed bid form to Rathmann & Associates, L.P., c/o Craig Rathmann (Craig@rathmannassociates.com), prior to 5:00 P.M., Houston Time, on Tuesday, March 3, 2026. Subscription to i-Deal LLC’s BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. Neither the District nor Rathmann & Associates, L.P. will 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 Bonds under the terms expressed 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. Neither the District nor Rathmann & Associates, L.P. shall 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 at the sole risk of the prospective bidder.

If any provisions of this Official Notice of Sale 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, including any fee charged, may be obtained from PARITY Customer Support, 40 West 23rd Street, 5th Floor, New York, New York 10010, telephone: (212) 806-8304.

For purposes of any and all bids submitted to the District, the time as maintained by PARITY shall constitute the official time. For informational purposes only, bidders are requested to state in their electronic bids the net interest cost to the District, as described under “CONDITIONS OF SALE - BASIS OF AWARD” below. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and Official Bid Form.

BIDS BY TELEPHONE: Bidders must submit a signed Official Bid Form executed by an authorized representative of the bidder to the District’s Financial Advisor, Rathmann & Associates, L.P., c/o Craig Rathmann (Craig@rathmannassociates.com) prior to 5:00 P.M., Houston Time, on Tuesday, March 3, 2026. Bidders who have provided signed bid forms may submit bids by telephone pursuant to arrangements made with Craig Rathmann, Rathmann & Associates, L.P., but no later than 11:00 A.M., Houston Time, Wednesday, March 4, 2026. Inquiries with respect to this procedure may be directed to Craig Rathmann, Rathmann & Associates, L.P. at Craig@rathmannassociates.com.

DISCLAIMER OF RESPONSIBILITY: *Neither the District nor Rathmann & Associates, L.P. will be responsible for the submission of any bid(s) received after the filing deadline, nor does the District or Rathmann & Associates, L.P. assume any responsibility or liability with respect to any irregularities or errors associated with the submission of any bid.*

AWARD AND SALE OF THE BONDS: The Board will take action to reject the bids or accept the bid that produces the lowest net effective interest rate for the Bonds at a meeting to be held at the May Community Center, 2100 Wolf Road, Huffman, Texas 77336, at 5:00 P.M., Houston, Texas Time, Wednesday, March 4, 2026. The District will take action to adopt an order (the “Bond Order”) authorizing the issuance and awarding sale of the Bonds or will reject all bids promptly after the opening of bids. Sale of the Bonds will be made subject to compliance with Texas Government Code § 2252.908, as more fully described below. The Board reserves the right to reject any or all bids and to waive any irregularities, except time of filing.

COMPETITIVE BIDDING AND CERTIFICATE OF UNDERWRITER: In the event that the District does not receive sufficient qualified bids to satisfy the competitive sale requirements of Treasury Regulation § 1.148-1(f)(3)(i), allowing the District to treat the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds, the “hold-the-offering-price rule” shall apply, which will allow the District to treat the initial offering price to the public of each maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule applies to any maturity of the Bonds, the Underwriter will neither offer nor sell that maturity 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: (a) the date on which the Underwriter has sold at least 10 percent of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public or (b) the close of the fifth business day after the sale date. The Underwriter agrees to promptly report to the District’s financial advisor when it has sold 10 percent of a maturity of the Bonds 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 business day after the sale date. Alternative Certificates of Underwriter are attached for use (i) when the competitive sale requirements of Treasury Regulation § 1.148-1(f)(3)(i) are met and (ii) when such requirements are not met. On the sale date, the District’s Financial Advisor will advise the winning bidder of the number of bids received by the District.

THE BONDS

DESCRIPTION OF CERTAIN TERMS OF THE BONDS: The Bonds will be dated April 1, 2026, and will bear interest from the Date of Delivery (as hereinafter defined), with interest payable on March 1, 2027, and on each September 1 and March 1 thereafter until the earlier of maturity or prior redemption. The Bonds will be issued only in fully registered form. Principal of and interest on the Bonds will be payable by the paying agent/registrar, initially, The Bank of New York Mellon Trust Company, N.A., currently in Houston, Texas, or any successor paying agent/registrar (the “Paying Agent,” “Registrar” or “Paying Agent/Registrar”). The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See “THE BONDS - Book-Entry-Only System.” The Bonds will mature serially on September 1 in each of the following years in the following amounts:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Maturity</u>	<u>Principal Amount</u>
2027	\$80,000	2042	\$390,000
2028	190,000	2043	410,000
2029	200,000	2044	430,000
2030	210,000	2045	455,000
2031	220,000	2046	480,000
2032	235,000	2047	505,000
2033	245,000	2048	530,000
2034	260,000	2049	560,000
2035	275,000	2050	590,000
2036	285,000	2051	620,000
2037	300,000	2052	650,000
2038	320,000	2053	685,000
2039	335,000	2054	720,000
2040	350,000	2055	760,000
2041	370,000	2056	800,000

At the option of the Underwriter (hereinafter defined) as specified in the Official Bid Form, any or all of such serial maturities may be designated as term bonds subject to mandatory sinking fund redemption provided that the mandatory sinking fund amount in each year shall equal the amounts shown above as maturing in such year.

The Bonds maturing on and after September 1, 2032, are subject to redemption and payment, at the option of the District, in whole or, from time to time, in part, on September 1, 2031, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. If fewer than all the Bonds are redeemed at any time, the District shall determine the maturity or maturities and the amounts thereof to be redeemed in integral multiples of \$5,000 in principal amount, and if fewer than all of the Bonds within a maturity are to be redeemed, the Registrar shall designate by method of random selection the Bonds within such maturity to be redeemed (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form). The Bondholder of any Bond, all or a portion of which has been called for redemption, shall be required to present such Bond to the Registrar for payment of the redemption price on the portion of the Bond so called for redemption and issuance of an exchange Bond in a principal amount equal to the portion of the Bond not so redeemed.

SECURITY FOR PAYMENT: The Bonds, when issued, will constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District and are further payable from and secured by a pledge of and lien on certain Net Revenues (defined in the Bond Resolution), if any, of the District's Waterworks and Sewer System (the "System"), to the extent and upon the conditions described in the Preliminary Official Statement. The System is not expected to produce sufficient Net Revenues to make significant contributions, if any, to future debt service payments.

OTHER TERMS AND COVENANTS: Other terms of the Bonds and the various covenants of the District contained in the Bond Order are described in the Preliminary Official Statement, to which reference is made for all purposes.

MUNICIPAL BOND RATING: The District has made no application for a municipal bond rating of the Bonds, nor is it expected that the District would have been successful in receiving an investment grade rating had such an application been made.

CONDITIONS OF SALE

TYPES OF BIDS AND INTEREST RATES: The Bonds will be sold in one block on an "all or none" basis at a price of not less than 97% of the principal amount thereof. Bidders are to name the rates of interest to be borne by the Bonds, provided that each interest rate bid must be a multiple of 1/8th or 1/20th of 1%. All Bonds maturing within a single year must bear the same rate of interest. The net effective interest rate on the Bonds may not exceed 6.81% as calculated

pursuant to Chapter 1204, Texas Government Code, as amended. No limitation will be imposed upon bidders as to the number of rates which may be used, but the highest rate bid may not exceed the lowest rate bid by more than 2 ½% in interest rate. No bids involving supplemental interest payments or zero interest rates will be considered. No bid generating a cash premium greater than \$5,000 will be considered. Each bid shall indicate the total and net interest costs in dollars and the net effective interest rate determined therefrom, which shall be considered informative only and not as a part of the bid.

BASIS OF AWARD: For the purpose of awarding sale of the Bonds, the total interest cost of each bid will be computed by determining, at the rates specified therein, the total dollar value of all interest on the Bonds from the date thereof to their respective maturities, and adding thereto the dollar amount of the discount bid, if any, or deducting therefrom the premium bid, if any. Subject to the District’s right to reject any or all bids, sale of the Bonds will be awarded to the bidder (the “Underwriter” or the “Initial Purchaser”) whose bid, under the above computation, produces the lowest net interest cost to the District, subject to compliance with Texas Government Code § 2252.908, as described below. The Board reserves the right to reject any or all bids. In the event of mathematical discrepancies between the interest rate(s) bid and the interest cost determined therefrom, as both appear on the Official Bid Form, the bid will be governed solely by the interest rate(s) bid.

PROVISION OF TEXAS ETHICS COMMISSION FORM 1295 (“TEC FORM 1295”) AND CERTIFICATION OF FILING BY BIDDERS: Pursuant to Texas Government Code § 2252.908 (the “Interested Party Disclosure Act” or the “Act”), unless the bidder represents and verifies on the Official Bid Form that the bidder is a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, the District may not award the Bonds to a bidder unless the bidder, and each syndicate member listed on the Official Bid Form, have provided to the District a completed, signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the “TEC”). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and provided to the District. The TEC Form 1295 may accompany the Official Bid Form or may be submitted separately, but must be provided to the District prior to the time proscribed for the award of the Bonds. The TEC Form 1295 may be provided to the District via facsimile or electronically, however, the original signed TEC Form 1295 complete with certificate number must be physically delivered to the District within two business days of the award. Following the award of the Bonds, the District will notify the TEC of the receipt of each completed TEC Form 1295. The District reserves the right to reject any bid that does not comply with the requirements proscribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity’s name is Luce Bayou Public Utility District and the contract ID number is LBPUD-S2025-B. Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT BOYCOTT ISRAEL AND CERTAIN COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of Chapter 2271 of the Texas Government Code, and, at the time of execution and delivery of its bid and through the delivery date of the Bonds, neither the bidder nor a syndicate member listed on the Official Bid Form is a Company¹ that boycotts or will boycott Israel. The term “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended. Additionally, the District will not award the Bonds to a bidder unless the bidder certifies that, within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of Chapter 2252 of the Texas Government Code, and, at the time of execution and delivery of its bid, neither the bidder nor a syndicate member listed on the Official Bid Form is a Company² (i) that engages in business with Iran, Sudan, or any foreign terrorist

¹ “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

² “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) listed by the Texas Comptroller of Public Accounts under Section 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of the agreement until the statute of limitations has run.

COMPLIANCE WITH LAWS PROHIBITING DISCRIMINATION AGAINST FOSSIL-FUEL COMPANIES: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, within the meaning of Section 2276.002 of the Texas Government Code, as amended, solely for purposes of Chapter 2276 of the Texas Government Code, and, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies. The term “boycott energy company” has the meaning assigned thereto in Section 809.001 of the Texas Government Code, as amended. The term “affiliate” as used in this paragraph means an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of the agreement until the statute of limitations has run.

COMPLIANCE WITH LAWS PROHIBITING DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, within the meaning of Section 2274.002 of the Texas Government Code, as amended, solely for purposes of Chapter 2274 of the Texas Government Code, and, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, discriminates or will discriminate against a firearm entity or firearm trade association. The term “discriminate against a firearm entity or firearm trade association” as used in this paragraph has the meaning assigned to such term in Section 2274.001 of the Texas Government Code, as amended. “Firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code). “Firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The term “affiliate” as used in this paragraph means an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of the agreement until the statute of limitations has run.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a bank cashier’s check payable to the order of “Luce Bayou Public Utility District” in the amount of \$249,200, which is 2% of the principal amount of the Bonds (the “Good Faith Deposit”). Only bank cashier’s checks will be accepted. The check of the Underwriter will be considered as the Good Faith Deposit and will be retained uncashed by the District pending the Underwriter’s compliance with the terms of the bid. In the event the Underwriter should fail or refuse to take up and pay for the Bonds in accordance with such terms, then the Good Faith Deposit will be cashed and the proceeds accepted by the District as full and complete liquidated damages. The Good Faith Deposit may accompany the bid or it may be submitted separately; 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 authorize its use as the Good Faith Deposit of bidders named in such instructions. The Good Faith Deposit of the Underwriter will be returned to the Underwriter uncashed on the Date of Delivery of and payment for the Bonds. No interest will be credited on the Good Faith Deposit. The checks accompanying all other bids will be returned immediately after the bids are opened and the award of the sale of the Bonds has been made.

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 and the supplemental All Bond Counsel Letter of the Texas Attorney

General dated November 15, 2023 (collectively, the “ABC Letter”). In submitting a bid, a bidder represents to the District that it has filed a standing letter that conforms to the requirements set forth in the ABC Letter and it has no reason to believe that the District may not be entitled to rely on the standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General’s Office. The Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter meeting the requirements of the ABC Letter.

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 Bonds. 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 Bonds. If requested by the District, the Underwriter agrees to provide such further representations, certifications or assurances regarding the matters described under the headings “COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT BOYCOTT ISRAEL AND CERTAIN COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS”, “COMPLIANCE WITH LAWS PROHIBITING DISCRIMINATION AGAINST FOSSIL-FUEL COMPANIES” and “COMPLIANCE WITH LAWS PROHIBITING DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS”, as applicable, as of the date of delivery of the Bonds or such other date requested by the District.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

DELIVERY OF INITIAL BOND: Delivery will be accomplished by the issuance of one initial bond (the “Initial Bond”), payable to Cede & Co., as nominee for DTC, maturing as set out in the Official Notice of Sale and bearing interest in accordance with the terms of the Initial Purchaser’s bid, exchangeable as set forth below. Unless otherwise agreed with the Underwriter, delivery will be at the corporate trust office of the Registrar in Houston, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Underwriter will be given five (5) business days’ notice of the time fixed for delivery of the Bonds. It is anticipated that initial delivery can be made on or about April 9, 2026 (such date of initial delivery, the “Date of Delivery”), and subject to the aforesaid notice, it is understood and agreed that the Underwriter will accept delivery and make payment for the Initial Bond by 10:00 A.M., Houston Time, on April 9, 2026, or thereafter on the date the Initial Bond is tendered for delivery, up to and including May 11, 2026. If for any reason the District is unable to make delivery on or before May 11, 2026, then the District immediately shall contact the Underwriter and offer to allow the Underwriter to extend its offer for an additional thirty (30) days. If the Underwriter does not elect to extend its offer within six (6) days thereafter, then the Good Faith Deposit will be returned, and both the District and the Underwriter shall be relieved of any further obligation.

EXCHANGE ON DELIVERY DATE: The Registrar will, on the Date of Delivery, exchange the Initial Bond for definitive Bonds consisting of one Bond per maturity, registered to Cede & Co. maturing as set out in the Official Notice of Sale and bearing interest in accordance with the terms of the Initial Purchaser’s bid.

CUSIP NUMBERS: In the event the book-entry-only system is discontinued, it is anticipated that CUSIP identification numbers will then be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. All expenses relating to the printing of CUSIP numbers on the Bonds shall be paid for by the District; however, payment of the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of the Underwriter.

CONDITIONS TO DELIVERY: The obligation to take up and pay for the Bonds is subject to the following conditions: the issuance of an approving opinion of the Attorney General of Texas, the Underwriter’s receipt of the Bonds, the Underwriter’s receipt of the legal opinion of Bond Counsel and the no-litigation certificate, and the non-occurrence of the events described below under the caption “NO MATERIAL ADVERSE CHANGE,” all as described below. Further, the Underwriter is not obligated to take up and pay for the Bonds at the Date of Delivery if at any time after the award of the Bonds and at or prior to the Date of Delivery, the Congress of the United States shall have declared war or a national emergency. In addition, if the District fails to comply with its obligations described under “OFFICIAL STATEMENT” below, the Underwriter may terminate its contract to purchase the Bonds by delivering written notice to the District within five (5) days thereafter.

CERTIFICATION REGARDING OFFERING PRICE OF BONDS: The District intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of municipal bonds), which require, among other things, that the District receives bids from **at least three underwriters** of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds (the “**Competitive Sale Requirement**”).

In the event that the bidding process does not satisfy the Competitive Sale Requirement, Bids **will not be subject to cancellation** and the winning bidder (i) agrees to promptly report to the District the first prices at which at least 10% of each maturity of the Bonds (the “**First Price Maturity**”) have been sold to the Public on the Sale Date (the “**10% Test**”) (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test) and (ii) agrees to hold-the-offering-price of each maturity of the Bonds that does not satisfy the 10% Test (“**Hold-the-Price Maturity**”), as described below.

In order to provide the District with information that enables it to comply with the establishment of the issue price of the Bonds under the Internal Revenue Code of 1986, as amended, the winning bidder agrees to complete, execute, and timely deliver to the District or to the District’s municipal advisor, Rathmann & Associates, L.P. (the “District’s Municipal Advisor”) a certification as to the Bonds’ “issue price” (the “Issue Price Certificate”) substantially in the form and to the effect attached hereto or accompanying this Notice of Sale, within 5 business days prior to the Closing Date if the Competitive Sale Requirement is satisfied or within 5 business days of the date on which the 10% Test is satisfied with respect to all of the First Price Maturities. In the event the winning bidder will not reoffer any maturity of the Bonds for sale to the Public (as defined herein) by the Closing Date, the Issue Price Certificate may be modified in a manner approved by the District. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel (identified in the Preliminary Official Statement).

For purposes of this section of this Notice of Sale:

- (i) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to the Underwriter,
- (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 Bonds 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 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public),
- (iii) “Related Party” means any two or more persons (including an individual, trust, estate, partnership, association, company, or corporation) that 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 Bonds are awarded by the District to the winning bidder.

All actions to be taken by the District under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the District’s Municipal Advisor, and any notice or report to be provided to the District may be provided to the District’s Municipal Advisor.

The District will consider any bid submitted pursuant to this Notice of Sale to be a firm offer for the purchase of the Bonds, as specified in the bid and, if so stated, in the Official Bid Form.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds 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 distribution agreement, as applicable, (A) to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until either all such Bonds have been sold or it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity, (B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Underwriter, and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until either all such Bonds have been sold or it is notified by the winning bidder or such Underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity. Sales of any Bonds 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.

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Bonds, that each Underwriter will neither offer nor sell any Hold-the-Price Maturity 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 (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 Hold-the-Price Maturity 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 a Hold-the-Price Maturity 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.

LEGAL OPINIONS: The District will furnish without cost to the Underwriter a transcript of certain certified proceedings held incident to the authorization and issuance of the Bonds, including a certified copy of the unqualified approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Bonds are validly issued under the Constitution and laws of the State of Texas, payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District, and, based upon an examination of such transcript of proceedings, the approving legal opinion of Coats Rose, P.C., Houston, Texas, Bond Counsel, to a like effect and to the effect that the interest on the Bonds is excludable from gross income for federal income tax purposes, however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations for the purpose of determining the alternative minimum tax imposed on corporations, and the Bonds will not be treated as “specified private activity bonds,” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986, as amended.

NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Bonds are *not* “qualified tax-exempt obligations” pursuant to Section 265 (b) of the Internal Revenue Code of 1986, as amended.

NO-LITIGATION CERTIFICATE: With the delivery of the Bonds, the President or Vice-President and Secretary or Assistant Secretary of the Board will, on behalf of the District, execute and furnish to the Initial Purchaser a certificate to the effect that no litigation of any nature has been filed or is then pending against the District, of which the District has notice, to restrain the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner questioning the validity of the Bonds.

NO MATERIAL ADVERSE CHANGE: The obligations of the Underwriter to take up and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District subsequent to the date of sale from that set forth in the Preliminary Official Statement, as it may have been finalized, supplemented or amended through the date of sale.

OFFICIAL STATEMENT

To assist the Underwriter in complying with Rule 15c2-12 of the United States Securities and Exchange Commission (“SEC”), the District and the Underwriter contract and agree, by the submission and acceptance of the winning bid, as follows.

FINAL OFFICIAL STATEMENT: The District has approved and authorized distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Bonds, but does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the Preliminary Official Statement to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Underwriter and other similar information, terms and provisions to be specified in the competitive bidding process. The Underwriter shall be responsible for promptly informing the District of the initial offering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the Official Statement identifying the Underwriter and containing such omitted information. The District does not intend to amend or supplement the Preliminary or Final Official Statement otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the Underwriter on or after the sale date, the District intends the same to be final as of such date, within the meaning of SEC 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 being or which will be made by the District are those described and contained in the Official Statement under the caption “SOURCES OF INFORMATION - Certification as to Official Statement.”

CHANGES TO OFFICIAL STATEMENT: If, subsequent to the date of the Official Statement, to and including the date the Underwriter is no longer required to provide an Official Statement to customers who request same pursuant to SEC Rule 15c2-12, the District learns, or is notified by the Underwriter, of any adverse event which causes the Official Statement to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Official Statement satisfactory to the Underwriter; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate upon the earlier of (i) 90 days after the “end of the underwriting period” as defined in SEC Rule 15c2-12 or (ii) the date the Official Statement is filed with the Municipal Securities Rulemaking Board, but in no case less than 25 days after the “end of the underwriting period.”

DELIVERY OF OFFICIAL STATEMENTS: The District shall furnish to the Underwriter (and to each participating underwriter of the Bonds, within the meaning of SEC Rule 15c2-12(a), designated by the Underwriter), within seven (7) business days after the sale date, the aggregate number of Official Statements specified in the winning bid. The District also shall furnish to the Underwriter a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Bonds, as well as such additional copies of the Official Statement or any such supplements or amendments as the Underwriter may request prior to the 90th day after the end of the underwriting period described in SEC Rule 15c2-12(f)(2). The District shall pay the expense of preparing the number of copies of the Official Statement specified in the winning bid and an equal number of any supplements or amendments issued on or before the delivery date, but the Underwriter shall pay for all other copies of the Official Statement or any supplement or amendment thereto.

GENERAL CONSIDERATIONS

FUTURE REGISTRATION: The Bonds are transferable on the bond register kept by the Registrar upon surrender and reissuance. The Bonds are exchangeable for an equal principal amount of Bonds of the same maturity in any authorized denomination upon surrender of the Bonds to be exchanged, but the District may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

RECORD DATE: The record date (“Record Date”) for the interest payable on any interest payment date means the 15th calendar day of the month next preceding such interest payment date.

RISK FACTORS: The Bonds involve certain risk factors as set forth in the Preliminary Official Statement. Prospective purchasers should carefully review the entire Preliminary Official Statement before making their investment decision. Particular attention should be given to the information set forth therein under the caption “RISK FACTORS.”

RESERVATION OF RIGHTS: The District reserves the right to reject all bids or any bid not conforming with the terms hereof and the right to waive any and all irregularities, except time of filing.

NOT AN OFFER TO SELL: This Official Notice of Sale does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this Official Notice of Sale, the Preliminary Official Statement and the Official Bid Form.

SECURITIES REGISTRATION AND QUALIFICATION: No registration statement relating to the Bonds has been filed with the SEC under the Securities Act of 1933, as amended, in reliance upon exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws or regulations of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws or regulations of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

By submission of a bid, the Underwriter represents that the sale of the Bonds in states other than Texas will be made only pursuant to exemptions from registration or qualification or, where necessary, the Underwriter will register or qualify the Bonds in accordance with the securities laws or regulations of any jurisdiction which so requires. The District agrees to cooperate, at the Underwriter's written request and expense, in registering or qualifying the Bonds, or in obtaining an exemption from registration or qualification, in any jurisdiction where such action is necessary, provided that the District shall not be required to file a general consent to service of process in any jurisdiction.

CONTINUING DISCLOSURE AGREEMENT: The District will agree in the Bond Order to provide certain periodic information and notices of certain events in accordance with SEC Rule 15c2-12, as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Underwriter's obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriter or its agent of a certified copy of the Bond Order containing the agreement described under such heading.

ADDITIONAL COPIES: Additional copies of the Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement may be obtained from Rathmann & Associates, L.P., 8584 Katy Freeway, Suite 250, Houston, Texas 77024.

Dave Wassell
President, Board of Directors
Luce Bayou Public
Utility District

February 4, 2026

ISSUE PRICE CERTIFICATE

(Sales where at least 3 bids are received from underwriters)

The undersigned, as the underwriter or the manager of the syndicate of Underwriters (“Purchaser”), with respect to the purchase at competitive sale of the Waterworks and Sewer System Combination Unlimited Tax and Revenue Bonds, Series 2026 issued by Luce Bayou Public Utility District (“Issuer”) in the principal amount of \$12,460,000 (“Bonds”), hereby certifies and represents, based on its records and information, as follows:

- (a) On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser’s reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the “Expected Offering Prices”) to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Certificate as Schedule A. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.
- (b) The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).
- (c) The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.
- (d) The Purchaser has purchased bond insurance for the Bonds. The bond insurance has been purchased from _____ (the “Insurer”) for a fee of \$ _____ (net any nonguarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer’s commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. In our judgment, such fee does not exceed a reasonable, arm’s-length charge for the transfer of credit risk and it has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. We have calculated that the present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such fee that has not been earned.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a 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 Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon (i) by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, (ii) by Coats Rose, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

(Sales where less than 3 bids are received from underwriters)

The undersigned, as the underwriter or the manager of the syndicate of Underwriters (“Purchaser”), with respect to the purchase at competitive sale of the Waterworks and Sewer System Combination Unlimited Tax and Revenue Bonds, Series 2026 issued by Luce Bayou Public Utility District (“Issuer”) in the principal amount of \$12,460,000 (“Bonds”), hereby certifies and represents, based on its records and information, as follows:

- (a) Other than the Bonds maturing in _____ (“Hold-the-Price Maturities”), if any, the first prices at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (“Maturity”) was sold on the Sale Date to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (“Public”) are their respective initial offering prices (the “Initial Offering Prices”), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Certificate as Schedule A.
- (b) On or before the first day on which there is a binding contract in writing for the sale of the Bonds (“Sale Date”), the Purchaser offered to the Public each Hold-the-Price Maturity at their respective Initial Offering Prices, as set forth in Schedule A hereto.
- (c) As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.
- (d) The Purchaser has purchased bond insurance for the Bonds. The bond insurance has been purchased from _____ (the “Insurer”) for a fee of \$ _____ (net any nonguarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer’s commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arm’s-length charge for the transfer of credit risk and it has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. The present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such fee that has not been earned.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a 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 Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon (i) by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, (ii) by Coats Rose, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

OFFICIAL BID FORM

March 4, 2026

President and Board of Directors
 Luce Bayou Public Utility District
 c/o Rathmann & Associates, L.P.
 8584 Katy Freeway, Suite 250
 Houston, Texas 77024

Board Members:

We have read in detail the Official Notice of Sale and Preliminary Official Statement, which are hereby made a part hereof, of Luce Bayou Public Utility District (the "District") relating to its \$12,460,000 Waterworks and Sewer System Combination Unlimited Tax and Revenue Bonds, Series 2026 (the "Bonds"). We realize that the Bonds involve certain risk factors and that the ability of the District to service the Bonds depends, in part, on the risk factors set forth in the Preliminary Official Statement. We have made such inspections and investigations as we deem necessary relating to the investment quality of the Bonds. Accordingly, we offer to purchase all of the Bonds for a cash price of _____ (which represents _____% of the principal amount thereof), provided such Bonds bear interest at the following rates:

<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest Rate</u>
2027(i)	\$80,000	_____ %	2042(i)(ii)	\$390,000	_____ %
2028(i)	190,000	_____	2043(i)(ii)	410,000	_____
2029(i)	200,000	_____	2044(i)(ii)	430,000	_____
2030(i)	210,000	_____	2045(i)(ii)	455,000	_____
2031(i)	220,000	_____	2046(i)(ii)	480,000	_____
2032(i)(ii)	235,000	_____	2047(i)(ii)	505,000	_____
2033(i)(ii)	245,000	_____	2048(i)(ii)	530,000	_____
2034(i)(ii)	260,000	_____	2049(i)(ii)	560,000	_____
2035(i)(ii)	275,000	_____	2050(i)(ii)	590,000	_____
2036(i)(ii)	285,000	_____	2051(i)(ii)	620,000	_____
2037(i)(ii)	300,000	_____	2052(i)(ii)	650,000	_____
2038(i)(ii)	320,000	_____	2053(i)(ii)	685,000	_____
2039(i)(ii)	335,000	_____	2054(i)(ii)	720,000	_____
2040(i)(ii)	350,000	_____	2055(i)(ii)	760,000	_____
2041(i)(ii)	370,000	_____	2056(i)(ii)	800,000	_____

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

Total Interest Cost from April 9, 2026	\$ _____
Plus: Cash Discount	
(or Less: Dollar Amount of Premium)	\$ _____
Net Interest Cost	\$ _____
Net Effective Interest Rate	_____ %

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

Term Bonds Maturity Date (September 1)	Year of First Mandatory Redemption	Principal Amount of Term Bonds	Interest Rate
_____	_____	\$ _____	_____ %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ii) Subject to optional redemption on September 1, 2031, and on any date thereafter, at a price equal to the principal amount thereof plus accrued interest.

The Initial Bond shall be registered in the name of Cede & Co.

The Bonds (are) (are not) being insured by _____ at a premium of \$ _____, said premium to be paid by the Underwriter as outlined in the Official Notice of Sale. Any rating fees associated with the insurance or rating of the District will be the responsibility of the Underwriter.

We will require ____ copies of the final Official Statement for dissemination to potential purchasers of the Bonds. By our submission of this bid, we agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Sale, and to undertake the obligations of the Underwriter described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Cashier’s Check No. _____, issued by _____ Bank, _____, Texas, and payable to your order in the amount of \$249,200 (is attached hereto) (has been made available to you prior to the opening of this bid) as a Good Faith Deposit for disposition in accordance with the terms and conditions set forth in the Official Notice of Sale. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions stated in the Official Notice of Sale, this check shall be cashed and the proceeds retained as complete liquidated damages against us. The Good Faith Deposit will be returned to the Underwriter uncashed on the Date of Delivery of the Bonds.

We agree to accept delivery of and make payment for the Initial Bond in immediately available funds at the principal payment office of The Bank of New York Mellon Trust Company, N.A., in Houston, Texas, not later than 10:00 A.M., Houston Time, on April 9, 2026, or thereafter on the date the Bonds are tendered for delivery pursuant to the terms set forth in the Official Notice of Sale (the “Date of Delivery”).

The undersigned agrees to complete, execute and deliver to the District, by the Date of Delivery of the Bonds, a certificate relating to the “issue price” of the Bonds in the form accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the District.

The Purchaser hereby represents and verifies that the Purchaser (is) (is not) a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity. If the Purchaser is not a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, the District may not accept this bid until it has received from the bidder a completed and signed TEC Form 1295 and Certification of Filing pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form and Certification of Filing, when required, will result in a non-conforming bid and will prohibit the District from considering this bid for acceptance.

By executing this Official Bid Form, the bidder represents and verifies that at the time of execution and delivery of its bid and through the delivery date of the Bonds, neither the bidder nor a syndicate member listed on the Official Bid Form is a Company¹ that boycotts or will boycott Israel. The term “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive the date of the Bonds until the statute of limitations has run.

Additionally, by executing this Official Bid Form, the bidder also represents and certifies that at the time of execution and delivery of its bid, neither the bidder nor a syndicate member listed on the Official Bid Form is a Company² (i) that engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) listed by the Texas Comptroller of Public Accounts under Section 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. The undersigned agrees to execute, at the request of the District, further written certifications as may be necessary or convenient for the District to establish compliance with these laws. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive the date of the Bonds until the statute of limitations has run.

The undersigned further verifies that, pursuant to Chapter 2276, Texas Government Code, it, nor any wholly or majority-owned subsidiary, parent company or affiliate, does not boycott “energy companies” (as defined by Section 2276.001, Texas Government Code) and agrees it will not boycott energy companies through the delivery date of the Bonds. Additionally, the undersigned certifies that it, nor any wholly or majority-owned subsidiary, parent company or affiliate, does not discriminate against firearm entities or firearm trade associations (as defined by Section 2276.001, Texas Government Code) and agrees it will not discriminate against firearm entities or firearm trade associations through the delivery date of the Bonds. At the request of the District, the undersigned agrees to execute further written certifications as may be necessary or convenient for the District to establish compliance with these laws. The term “bidder” as used in this paragraph has the same meaning as the term “company” set forth in Section 2276.001, Texas Government Code, as amended. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive the date of the Bonds until the statute of limitations has run.

Additionally, by executing this Official Bid Form, the bidder also represents and certifies that the bidder and each syndicate member listed on the Official Bid Form will (i) preserve all contracting information related to the bid as provided by the records retention requirements applicable to the District through the delivery date of the Bonds, (ii) promptly provide to the District any contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member on request of the District, and (iii) upon delivery of the Bonds to the bidder, either (a) provide at no cost to the District all contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member or (b) preserve the contracting information related to the bid as provided by the records retention requirements applicable to the District. The term “contracting information” as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code.

Additionally, notwithstanding anything contained herein, bidder agrees that the representations and covenants contained herein with respect to Chapters 2252, 2271, 2274, and 2276 of the Texas Government Code, as amended, during the term of the contract shall survive the closing of the sale of the Bonds until the applicable statute of limitations has run and shall not be liquidated or otherwise limited by any provision contained herein.

¹ “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

² “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

We hereby represent that sale of the Bonds in jurisdictions other than Texas will be made only pursuant to exemptions from registration or qualification and that, where necessary, we will register or qualify the Bonds in accordance with the securities laws and regulations of the jurisdictions in which the Bonds are offered or sold.

Respectfully submitted,

Name of Underwriter

By:

Authorized Representative

Title

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Luce Bayou Public Utility District, this 4th day of March, 2026.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

