

**OFFICIAL NOTICE OF SALE,
OFFICIAL BID FORM AND
PRELIMINARY OFFICIAL STATEMENT**



CARROLLTON
TEXAS

**City of Carrollton, Texas
(Collin, Dallas, and Denton Counties, Texas)**

\$10,000,000*
**Waterworks and Sewer System Revenue Bonds,
Series 2026**

Electronic Bids Due Monday, May 18, 2026, 10:30 A.M., C.D.T.

Via PARITY

This Notice of Sale does not alone constitute an invitation for bids but is merely notice of sale of the Bonds described herein. The invitation for bids on such Bonds is being made by means of this Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement. Prospective purchasers are urged to carefully examine all the documents to determine investment quality of the Bonds.

OFFICIAL NOTICE OF SALE

\$10,000,000*

**CITY OF CARROLLTON, TEXAS
(Collin, Dallas and Denton Counties, Texas)**

WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2026

Bids Due: Monday, May 18, 2026 at 10:30 A.M., C.D.T

THE SALE

BONDS OFFERED FOR SALE AT COMPETITIVE BID: The City Council (the “Council”) of the City of Carrollton, Texas (the “City”) is offering for sale at competitive bid its \$10,000,000* Waterworks and Sewer System Revenue Bonds, Series 2026 (the “Bonds”).

ELECTRONIC BIDS ONLY: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY prior to 10:30 A.M., C.D.T. on Monday, May 18, 2026. Subscription to i-Deal’s BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Bidders submitting an electronic bid shall not be required to submit Official Bid Forms prior to bidding.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. The City shall not be responsible for any malfunction or mistake made by or as a result of the use of the facilities of PARITY; the use of such facilities being the sole risk of the prospective bidder.

If any provisions of the 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, including any fee charged, may be obtained from PARITY Customer Support, 1359 Broadway, 2nd Floor, New York, New York 10018, 212-849-5021.

For purposes of the electronic bidding process, the time as maintained by PARITY shall constitute the official time of the bid. For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the City, as described under “CONDITIONS OF THE SALE – 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.

BIDS BY FACSIMILE: BIDS BY FACSIMILE WILL NOT BE ACCEPTED.

PLACE AND TIME OF BID OPENING: The bids for the Bonds will be publicly opened at the City Hall of the City of Carrollton, 1945 E. Jackson Road, Carrollton, Texas 75006 at 10:30 A.M., C.D.T. on Monday, May 18, 2026.

EXTENSION OF THE SALE DATE: The City reserves the right to extend the date and/or time for the receipt of bids by giving notice, by Bloomberg and PARITY, not later than 3:00 P.M. C.D.T., on Thursday, May 14, 2026, of the new date and time for receipt of bids. Such notice shall be considered an amendment to this Official Notice of Sale.

AWARD OF THE BONDS: A bond ordinance (the “Bond Ordinance”) was passed by the Council on April 21, 2026, in which the Council delegated pricing of the Bonds and certain other matters to a “Pricing Officer” who has authority to approve and execute a “Pricing Certificate,” which will complete the sale of the Bonds (the Bond Ordinance and the Pricing Certificate are jointly referred to as the “Ordinance”). The Pricing Officer will take action to award the Bonds (or reject all bids) by 2:00 P.M., C.D.T. on the date of the sale. The Pricing Officer reserves the right to reject any or all bids and to waive any irregularities, except time of filing.

THE BONDS

DESCRIPTION: The Bonds will be dated June 16, 2026 (the “Dated Date”) and interest will be calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will accrue from the date of initial delivery to the initial purchaser (the “Delivery Date”) and such interest will be payable May 1 and November 1 of each year, commencing November 1, 2026, until maturity or prior redemption. The Bonds will be issued as fully registered obligations in book-entry form only and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository (the

*Preliminary, subject to change. See “THE BONDS – ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE OF THE BONDS”.

“Securities Depository”). Book-entry interests in the Bonds will be available for purchase in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of the Bonds (“Beneficial Owners”) will not receive physical delivery of certificates representing their interest in the Bonds purchased. So long as DTC or its nominee is the registered owner of the Bonds, the principal of and interest on the Bonds will be payable by U.S. Bank Trust Company, National Association, as 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 Bonds (see “BOOK-ENTRY-ONLY SYSTEM” in the Preliminary Official Statement). The Bonds will be issued only in fully registered form in any integral multiple of \$5,000 for any one maturity. The Bonds will mature on May 1 in each year as shown below:

MATURITY SCHEDULE*

Maturity Date (5/1)	Principal Amount	Maturity Date (5/1)	Principal Amount
2027	\$335,000	2037	\$495,000
2028	335,000	2038	515,000
2029	350,000	2039	540,000
2030	365,000	2040	565,000
2031	380,000	2041	585,000
2032	400,000	2042	615,000
2033	415,000	2043	640,000
2034	435,000	2044	670,000
2035	455,000	2045	700,000
2036	475,000	2046	730,000

ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE OF THE BONDS: After selecting the winning bid, the aggregate principal amount of the Bonds and the principal amortization schedule may be adjusted as determined by the City and its Financial Advisor in \$5,000 increments to reflect the actual interest rates and to create a substantially level debt service schedule for the City. Such adjustments will not change the aggregate principal amount of the Bonds by more than 15% from the amount set forth herein. The dollar amount bid for the Bonds by the winning bidder will be adjusted proportionately to reflect any increase or decrease in the aggregate principal amount of the Bonds finally determined to be issued. The City will use its best efforts to communicate to the winning bidder any such adjustment within four (4) hours after the opening of the bids. The Initial Purchaser’s (as defined herein) compensation will be based upon the final par amount of the Bonds after any adjustment thereto, subsequent to the receipt and tabulation of the winning bid, within the aforementioned parameters.

In the event of any adjustment of the maturity schedule for the Bonds as described above, no rebidding or recalculation of the proposals submitted will be required or permitted. Any such adjustment of the aggregate principal amount of the Bonds and/or the maturity schedule for the Bonds made by the City or its Financial Advisor shall be subsequent to the award of the Bonds to the winning bidder as determined pursuant to “CONDITIONS OF THE SALE – BASIS OF AWARD” herein and shall not affect such determination. **The winning bidder may not withdraw its bid as a result of any changes made within the aforementioned limits.**

OPTIONAL REDEMPTION: The Bonds maturing on and after May 1, 2037 are subject to redemption prior to maturity, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on May 1, 2036 or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption (see “THE BONDS – Redemption Provisions” in the Preliminary Official Statement).

SERIAL BONDS AND/OR TERM BONDS: Bidders may provide that all of the Bonds be issued as Serial Bonds maturing in accordance with the Maturity Schedule shown above or may provide that any two or more consecutive annual principal amounts be combined into one or more term bonds (“Term Bonds”).

MANDATORY SINKING FUND REDEMPTION: If the successful bidder elects to alter the Maturity Schedule reflected above and convert any of the principal amounts of the Serial Bonds into Term Bonds, such Term Bonds shall be subject to mandatory sinking fund redemption on the first May 1 next following the last maturity for Serial Bonds or Term Bonds, if applicable, immediately preceding such Term Bonds, and annually thereafter on each May 1 until the stated maturity for the Term Bonds at the redemption price of par plus accrued interest to the date of redemption. The principal amount of the Term Bonds to be redeemed on each mandatory redemption date shall be the principal amount that would have been due and payable in the Maturity Schedule shown above had no conversion to Term Bonds occurred. At least thirty (30) days prior to each mandatory redemption date, the Paying Agent/Registrar shall select by lot

*Preliminary, subject to change. See “THE BONDS – ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE OF THE BONDS”.

the Term Bonds to be redeemed and cause a notice of redemption to be given in the manner provided in the Official Statement. Any Term Bond not selected for prior redemption shall be paid on the date of their stated maturity.

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

PURPOSE: Proceeds of the Bonds will be used to (i) make improvements and extensions to the System, and (ii) pay the costs associated with the issuance of the Bonds.

SECURITY FOR PAYMENT: The Bonds constitute special obligations of the City, and are payable from and equally and ratably secured by a first lien on and pledge of the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured (as defined below). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to Net Revenues. The Ordinance defines “Net Revenues” to include the Gross Revenues of the System, consisting of all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Bonds Similarly Secured and other obligations payable solely from and secured only by a lien on and pledge of the Gross Revenues, less the Maintenance and Operating Expenses of the System. Maintenance and Operating Expenses include contractual payments which under Texas laws and their provisions are established as operating expenses and which therefore have a senior right to payment from the Gross Revenues to the pledge that secures the payment of the Bonds Similarly Secured. The City has entered into a water supply contract with the City of Dallas Water Utilities and a wastewater treatment contract with the Trinity River Authority of Texas, and the payments under such agreements constitute Maintenance and Operating Expenses of the System (see “WATER AND WASTEWATER SYSTEM – Water Supply” and “WATER AND WASTEWATER SYSTEM – Wastewater Treatment System” in the Preliminary Official Statement).

At the expected delivery date of the Bonds, the City has outstanding bonds secured by and payable from Net Revenues on parity with the Bonds (the “Previously Issued Bonds”) as follows:

<u>Dated Date</u>	<u>Outstanding Amount</u>	<u>Series Description</u>
05/01/2019	\$5,490,000	Waterworks and Sewer System Revenue Bonds, Series 2019
06/20/2024	\$6,950,000	Waterworks and Sewer System Revenue Bonds, Series 2024

The Previously Issued Bonds, the Bonds and any additional parity revenue bonds that may be issued in the future are collectively referred to as the “Bonds Similarly Secured.” The Bonds Similarly Secured are not a charge upon any other income or revenues of the City and shall never constitute an indebtedness or pledge of the general credit or taxing powers of the City. The Ordinance does not create a lien or mortgage on the System, except the Net Revenues, and no judgment against the City may be enforced for payment of the Bonds Similarly Secured by levy and execution against any property owned by the City. See “SELECTED PROVISIONS OF THE ORDINANCE” in the Preliminary Official Statement for a further description of the security for the Bonds and for definitions of the terms used above.

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

PAYING AGENT/REGISTRAR: The initial Paying Agent/Registrar shall be U.S. Bank Trust Company, National Association. If the Paying Agent/Registrar becomes unable for any reason to act as Paying Agent/Registrar, the City has covenanted to appoint a successor Paying Agent/Registrar.

CONDITIONS OF THE SALE

TYPES OF BIDS AND INTEREST RATES: The Bonds will be sold in one block on an “All or None” basis and at a price of not less than their par value. No bid producing a cash premium on the Bonds that results in a dollar price of less than \$101.50 will be considered, provided, however, that any bid is subject to adjustment as described under the caption “THE BONDS – ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE FOR THE BONDS” which adjustment could result in the price of the Bonds or the bidders premium to exceed the parameters provided above. Bidders must specify the rate(s) of interest borne by the Bonds, 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 for the Bonds (calculated in the manner required by Chapter 1204, Texas Government Code, as amended) must not exceed 15%. The highest rate may not exceed the lowest rate bid by more than 3.0% in rate. No individual maturity shall have a price less than 98%. No limitation is imposed upon bidders as to the number of rates which may be used. All Bonds of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered. Each bidder shall state the True Interest Cost (defined below) in its bid. The Purchaser (defined below) will be required to submit offering yields and dollar prices prior to award. Each bidder shall state in the bid the total interest cost in dollars and the effective interest rate determined thereby, which shall

be considered informative only and not as part of the bid. In the event of a bidder's error in interest cost calculations, the interest rates set forth in the Bid Form will be considered as the intended bid.

BASIS OF AWARD: The sale of the Bonds will be awarded to the best bidder or syndicate account whose name first appears on the Official Bid Form (the "Initial Purchaser" or "Purchaser") whose bid based on the above computation produces the lowest True Interest Cost ("TIC") to the City. The TIC is that rate which, when used to compute the total present value as of the Delivery Date of all debt service payments on the Bonds on the basis of semi-annual compounding, produces an amount equal to the sum of the par value of the Bonds plus the required cash premium. In case of error in TIC calculations, interest rates named on the Official Bid Form will govern; however, the Pricing Officer reserves the right to reject any and all bids and to waive any and all irregularities, except the time for filing of the bids. If two or more equal bids are received, the Pricing Officer will determine by lot which bid, if any, shall be accepted, and such determination shall be final.

In order to provide the City with information required to be submitted to the Texas Bond Review Board pursuant to Section 1202.008, Texas Government Code, as amended, the Initial Purchaser will be required to provide the City 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): In the event that the City does not receive sufficient qualified bids to satisfy the competitive sale requirements of Treasury Regulation § 1.148-1(f)(3)(i), allowing the City to treat the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds, the City will treat (i) the first price at which 10 percent of a maturity of the Bonds is sold to the public as the issue price of that maturity (the "10 percent rule") or (b) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the "hold the price rule"). If the 10 percent rule has not been satisfied as to any maturity of the Bonds, the winning bidder agrees to promptly report to PFM Financial Advisors LLC the prices at which it sells Bonds of that maturity to the public. This reporting obligation shall continue, whether or not the Bonds have been delivered, until the 10 percent rule has been satisfied. The attached Certificate Regarding Issue Price has language for (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.

ADJUSTMENT OF INITIAL PRINCIPAL AMOUNTS: See "THE BONDS – ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE OF THE BONDS" for a description of the City's reservation of the right to increase or decrease the principal amount of any maturity of the Bonds, including the elimination of a maturity or maturities.

GOOD FAITH DEPOSIT: A bank cashier's check, payable to the "The City of Carrollton," in the amount of \$200,000 which is approximately 2% of the proposed par value of the Bonds (the "Good Faith Deposit"), is required to accompany any bid and shall be submitted to PFM Financial Advisors LLC, 111 Congress Ave, Austin, TX 78701, Attention: Blake Roberts. Such Good Faith Deposit will be retained uncashed pending the Purchaser's compliance with the terms of the bid and the Official Notice of Sale. The Good Faith Deposit may accompany the Official Bid Form or be submitted separately. If submitted separately, it shall be submitted prior to the opening of the bids, and shall be accompanied by instructions from the bank on which drawn which authorize its use as a Good Faith Deposit by the bidder who shall be named in such instructions. **The Good Faith Deposit of the Purchaser will be returned on the Delivery Date of the Bonds.** No interest will be allowed on the Good Faith Deposit. In the event the Purchaser should fail or refuse to take up and pay for the Bonds in accordance with the bid, then said check shall be cashed and accepted by the City as full and complete liquidated damages; however, if it is determined after the acceptance of the bid by the City that the Purchaser was found not to satisfy the requirements described under "CONDITIONS OF THE SALE – Statutory Representations and Covenants" and "– Standing Letter Requirement" and as a result the Texas Attorney General will not deliver its approving opinion of the Bonds, then said check shall be cashed and accepted by the City but shall not be the sole or exclusive remedy available to the City. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened and an award of the Bonds has been made.

TEC FORM 1295: Pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), unless the Purchaser is exempt from the filing requirements of Section 2252.908, the City may not award the Bonds to the Purchaser unless the Purchaser submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City as prescribed by the Texas Ethics Commission ("TEC"). Prior to entering awarding the bid to the Purchaser, the Purchaser must either (1) complete an electronic form of the TEC Form 1295 through the TEC's electronic portal and submit the resulting certified TEC Form 1295 that is generated by the TEC's electronic portal to the City or (2) submit a written representation that it is exempt from the TEC Form 1295 filing requirements pursuant to Section 2252.908(c)(4) (the "Publicly Traded Entity Representation"). The failure to provide the TEC Form 1295 or written representation regarding exemption, as described herein, will prohibit the City from awarding the bid to the Purchaser. If multiple entities are listed on the winning Official Bid Form and the Publicly Traded Entity Representation is not provided by one or more entities, each such entity will be required to submit a Disclosure Form to the City.

If the Purchaser is submitting a Disclosure Form, the form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it: (a) item 2 – Name ("City of Carrollton, Texas"), (b) item 3 – the identification number ("Carrollton WWS 2026"), and (c) item 3 – description of the goods or services assigned to this contract by the City ("Purchase of Bonds"). If completing the Disclosure Form, the Purchaser must (i) complete the Disclosure Form electronically at

the TEC's "electronic portal", and (ii) print, sign and deliver a copy of the Disclosure Form that is generated by the TEC's "electronic portal" to the City by email at sheena.jackson@cityofcarrollton.com and to the City's municipal advisor at robertsb@pfm.com.

Selection of Alternate Winning Bid. If the apparent winning bidder and each syndicate member listed on the Official Bid Form fail to promptly file the Disclosure Form or provide the Publicly Traded Entity Representation, the City reserves the right to reject such bid and, through its municipal advisor, provide conditional verbal acceptance to the bidder submitting a bid, conforming to the specifications herein, which produces the next, lowest True Interest Cost rate to the City.

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

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

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

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

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

STANDING LETTER REQUIREMENT: Each prospective bidder and syndicate member, as applicable, must have on file with the Texas Attorney General's Office a standing letter addressing the Covered Verifications. Each prospective bidder and syndicate member, as applicable, 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 necessary requirements. In addition, at the request of the City or Bond Counsel or if the prospective bidder, any syndicate member or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the prospective bidder or any syndicate member receives a request letter from the Attorney General or the Texas Comptroller in connection with a review of their standing letter, the prospective bidder or syndicate member shall promptly notify the City and Bond Counsel (if it has not already done so) and provide to the City and Bond Counsel, at least two business days prior to the closing of the Bonds and additionally upon request by the City or Bond Counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Attorney General (the "Bringdown Verification"). The Bringdown Verification may be in the form of an e-mail.

The City 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 or syndicate member, as applicable, 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 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.

OFFICIAL STATEMENT

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

COMPLIANCE WITH RULE:

The City 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 the Rule or the rules of the Municipal Securities Rulemaking Board (“MSRB”). The City 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 City will complete and authorize distribution of the Official Statement and containing information omitted from the Preliminary Official Statement. The City does not intend to amend or supplement the 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 Purchaser on or after the sale date, the City intends the same to be final as of such date, within the meaning of Section 15c2-12(b)(3) of the Rule. Notwithstanding the foregoing, the City makes no representation concerning the absence of material misstatements or omissions from the Official Statement. To the best knowledge and belief of the City, the 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 Bonds.

FINAL OFFICIAL STATEMENT: In addition to delivering the Official Statement in a “designated electronic format”, the City agrees to furnish to the Purchaser, within seven (7) days after the sale date, an aggregate maximum of twenty (20) copies of the Official Statement, if requested by the Purchaser, together with information regarding interest rates and other terms relating to the reoffering of the Bonds, in accordance with Section 15c2-12(b)(3) of the Rule. The Purchaser may arrange, at its own expense, to have the Official Statement reproduced and printed if it requires more than 20 copies and may also arrange, at its own expense and responsibility, for completion and perfection of the first or cover page of the Official Statement so as to reflect interest rates and other terms and information related to the reoffering of the Bonds. The Purchaser will be responsible for providing information concerning the City and the Bonds to subsequent purchasers of the Bonds, and the City will undertake no responsibility for providing such information other than to make the Official Statement available to the Purchaser as provided herein. The City 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 the Rule or the rules of the MSRB. The City 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 MSRB Rule G-32. The City's obligation to supplement the Official Statement to correct key representations determined to be materially misleading, after the date of the Official Statement, shall terminate upon initial delivery of the Bonds to the Purchaser, unless the Purchaser notifies, in writing, the City that less than all of the Bonds have been sold to ultimate customers on or before such date, in which case the obligation will extend for an additional period of time (but not more than 90 days after the sale date) until all of the Bonds have been sold to ultimate customers.

CHANGES TO OFFICIAL STATEMENT: If, subsequent to the date of the Official Statement, the City 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 City 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 Bonds as described in “DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS – Conditions to Delivery.” The obligation of the City to do so will terminate when the City delivers the Bonds to the Purchaser, unless the Purchaser notifies the City that less than all of the Bonds have been sold to ultimate customers on or before such date, in which case the obligation will extend for an additional period of time (but not for more than 90 days after the sale date) until all of the Bonds have been sold to ultimate customers.

CONTINUING DISCLOSURE AGREEMENT: The City will agree in the Ordinance to provide certain periodic information and notices of certain events in accordance with the Rule, as described in the Preliminary Official Statement under “CONTINUING DISCLOSURE”. The Initial Purchaser's obligation to accept any and pay for the Bonds is conditioned upon delivery to the Initial Purchaser or its agent, of a copy of the Ordinance containing the agreement described under such heading.

COMPLIANCE WITH PRIOR UNDERTAKINGS: During the past five years, the City has complied in all material respects with all continuing disclosure agreements made in accordance with the Rule.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will appear on the Bonds, but neither the failure to print or type such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale and the terms of the Official Bid Form.

All expenses in relation to the printing or typing of CUSIP numbers on the Bonds shall be paid by the City; provided, however, that the CUSIP Service Bureau fee for the assignment of the numbers shall be the responsibility of and shall be paid for by the Purchaser.

INITIAL DELIVERY OF INITIAL BOND: The Bonds will be initially delivered as one Bond (“Initial Bond”) in the aggregate principal amount of \$10,000,000* payable in stated installments to the Initial Purchaser. Initial delivery will be at the designated office of the Paying Agent/Registrar. Payment for the Bonds must be made in immediately available funds for unconditional credit to the City, or as otherwise directed by the City. The Initial Purchaser will be given six business days’ notice of the time fixed for delivery of the Bonds. It is anticipated that delivery of the Bonds can be made on or about June 16, 2026, and it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the Bonds by 10:00 AM, CDT, on June 16, 2026, or thereafter on the date the Bond is tendered for delivery, up to and including August 15, 2026. If for any reason the City is unable to make delivery on or before August 15, 2026, the City shall immediately contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty (30) days. If the Initial Purchaser does not elect to extend its offer within six days thereafter, then its Good Faith Deposit will be returned, and both the City and the Initial Purchaser shall be relieved of any further obligation. In no event shall the City be liable for any damages by reason of its failure to deliver the Bonds, provided such failure is due to circumstances beyond the City’s reasonable control.

DTC DEFINITIVE BONDS: Upon payment for the Bonds at the time of the Initial Delivery, the Paying Agent/Registrar shall cancel the Initial Bond, and one definitive Bond for each maturity will be registered and delivered only to Cede & Co., and deposited with DTC in connection with DTC’s Book-Entry-Only System. After delivery of the Initial Bond, the Bonds will be issued in Book-Entry-Only form. Cede & Co. is the nominee for DTC. All references herein to the Bondholders or registered owners of the Bonds shall mean Cede & Co. and not the beneficial owners of the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry form (without Bonds) in authorized denominations. Under certain limited circumstances described herein, the City may determine to forego immobilization of the Bonds at DTC, or another securities depository, in which case such beneficial interests would become exchangeable for one or more fully registered Bonds of like principal amount as the Bonds presented for cancellation and exchange.

CONDITIONS TO DELIVERY: The obligation of the Purchaser to take up and pay for the Bonds is subject to the Purchaser’s receipt of (a) the legal opinion of Orrick, Herrington & Sutcliffe LLP, Austin, Texas, Bond Counsel for the City (“Bond Counsel”), (b) the no-litigation certificate, and (c) the certification as to the Official Statement, all as further described in the Preliminary Official Statement.

NO MATERIAL ADVERSE CHANGE: The obligation of the Purchaser to take up and pay for the Bonds, and of the City to deliver the Initial Bond(s), are subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Bond(s), there shall have been no material adverse change in the affairs of the City 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 delivery.

LEGAL OPINION: The Bonds are offered when, as and if issued, subject to the unqualified legal opinion of the Attorney General of the State of Texas. Delivery of and payment for the Bonds is subject to the receipt by the Purchaser of the opinion of 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 Bonds in the Preliminary Official Statement to verify that such description conforms to the provisions of the Ordinance. In reviewing the Preliminary Official Statement, Bond Counsel represents the City. The legal fee to be paid to Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds.

CHANGE IN TAX-EXEMPT STATUS: At any time before the Bonds are tendered for initial delivery to the Purchaser, the Purchaser may withdraw its bid if the interest on obligations such as the Bonds 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 U.S. 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

MUNICIPAL ADVISOR: PFM Financial Advisors LLC is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. In its role as Municipal Advisor, PFM Financial Advisors LLC has relied on the City for certain information concerning the City and the Bonds. The fee of the Municipal Advisor for services with respect to the Bonds is contingent upon the issuance and sale of the Bonds.

BLUE SKY LAWS: The City has made no investigation regarding the eligibility to purchase or participate in the underwriting of the Bonds 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 Bonds. By submission of its bid, the Purchaser represents that the sale of the Bonds in jurisdictions other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Purchaser will register the Bonds in accordance with the securities law of the jurisdictions in which the Bonds are offered or sold. The City agrees to cooperate with the Purchaser, at the Purchaser’s written request and expense, in registering the Bonds or obtaining an exemption from

*Preliminary, subject to change. See “THE BONDS – ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE OF THE BONDS”.

registration in any state where such action is necessary, except that the City will not be obligated to qualify as a foreign corporation or consent to service of process.

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 the sale of the Bonds. The offer to sell the Bonds is being made by means of the Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement. Prospective purchasers are urged to carefully examine the Preliminary Official Statement to determine the investment quality of the Bonds.

RATINGS: S&P Global Ratings, a division of S&P Global Inc. (“S&P”) and Fitch Ratings (“Fitch”) have assigned municipal bond ratings of “AAA” (Stable Outlook) and “AAA”, respectively to the Bonds (see “RATINGS” in the Preliminary Official Statement).

An explanation of the significance of such ratings may be obtained from S&P and Fitch. The ratings of the Bonds by S&P and Fitch reflect only the view of S&P and Fitch at the time each rating is given and the City makes no representations as to the appropriateness of the ratings. There is no assurance that the ratings will continue for any given period of time, or that the ratings will not be revised downward or withdrawn entirely by S&P or Fitch, if, in the judgment of such company, circumstances so warrant. Any such downward revision or withdrawal of either rating may have an adverse effect on the market price of the Bonds.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE: No registration statement relating to the Bonds has been filed with the SEC under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2). The Bonds have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the Official Statement. 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 acts of any other jurisdiction. The City assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated 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.

On the date of the sale, the City will, through its Pricing Officer, confirm its approval of the form and content of the Official Statement, and any addenda, supplement or amendment thereto, and authorize its use in the reoffering of the Bonds by the Purchaser.

Pricing Officer
City of Carrollton, Texas

OFFICIAL BID FORM

City of Carrollton, Texas
 1945 East Jackson
 Carrollton, Texas 75006

Monday, May 18, 2026

Ladies and Gentlemen:

Subject to the terms of your Official Notice of Sale and Preliminary Official Statement, dated May 11, 2026, which are incorporated herein by reference, we hereby submit the following bid for \$10,000,000* CITY OF CARROLLTON, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2026, dated June 16, 2026. We have read in detail the Official Notice of Sale and Preliminary Official Statement. We realize that the Bonds involve certain investment risks, and we have made such inspections and investigations we deem necessary relating to the City and to the investment quality of the Bonds. This offer is being made for all said Bonds and for not less than all.

For your legally issued Bonds, as described in said Official Notice of Sale and Bidding Instructions and Preliminary Official Statement, we will pay you par plus a cash premium of \$ _____ (no bid producing a cash premium that results in a dollar price of less than \$101.50 will be considered; provided however, that any bid is subject to adjustment as described in the Official Notice of Sale and Bidding Instructions under the caption – “THE BONDS – ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE OF THE BONDS”) for Bonds maturing and bearing interest per annum as follows:

Select one: There are no Term Bonds in this bid.
 This bid does contain Term Bonds. Details are as follows. Interest rates are shown below.

Term Bond Maturity Date	_____	_____	_____	_____	_____
Total Term Bond Amount	_____	_____	_____	_____	_____
1st Year of Mandatory Redemption	_____	_____	_____	_____	_____

Maturity Date (5/1)	Principal Amount*	Interest Rate	Maturity Date (5/1)	Principal Amount*	Interest Rate
2027	\$335,000	_____%	2037	\$495,000	_____%
2028	335,000	_____%	2038	515,000	_____%
2029	350,000	_____%	2039	540,000	_____%
2030	365,000	_____%	2040	565,000	_____%
2031	380,000	_____%	2041	585,000	_____%
2032	400,000	_____%	2042	615,000	_____%
2033	415,000	_____%	2043	640,000	_____%
2034	435,000	_____%	2044	670,000	_____%
2035	455,000	_____%	2045	700,000	_____%
2036	475,000	_____%	2046	730,000	_____%

(Interest to accrue from the Delivery Date)

If an adjustment is made as described in the Official Notice of Sale, it is possible that the actual cash premium generated in the transaction may result in a cash premium amount less than or greater than the amounts shown in the bid for the Bonds. Cash premium paid, after adjustment is \$ _____.

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

TRUE INTEREST COST _____%

By accepting this bid, the bidder understands the City 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.

 *Preliminary, subject to change.

The Initial Bond shall be registered in the name of _____ (Syndicate Manager), which will, upon payment for the Bonds, be canceled by the Paying Agent/Registrar. The Bonds will then be registered in the name of Cede & Co. (DTC's partnership nominee), under the Book-Entry-Only System. We will advise the Paying Agent/Registrar of registration instructions at least five business days prior to the date set for Initial Delivery.

A bank cashier's check or certified check of the _____ Bank, _____, Texas, in the amount of \$200,000 which represents our Good Faith Deposit (is attached hereto) or (has been made available to the City prior to the opening of this Bid), and is submitted in accordance with the terms as set forth in the "Official Notice of Sale" and "Preliminary Official Statement." If we fail or refuse to make payment for and accept delivery of the Bonds in accordance with our bid, this check will be cashed and accepted by the City as full and complete liquidated damages and we shall have no further claim to such monies. The Good Faith Deposit of the bidder will be returned on the date of delivery of the Bonds.

We agree to accept delivery of the Bonds through the Paying Agent/Registrar utilizing the Book-Entry-Only System through DTC, and make payment for the Initial Bonds in immediately available funds at the Corporate Trust Office of U.S. Bank Trust Company, National Association, not later than 10:00 A.M., C.D.T., on June 16, 2026, or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the Official Notice of Sale. It will be the obligation of the Purchaser of the Bonds to complete the DTC Eligibility Questionnaire.

The undersigned agrees to complete, execute, and deliver to the City, at least six (6) business days prior to delivery of the Bonds, a certificate relating to the "issue price" of the Bonds 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 City. The undersigned also agrees to provide the City and its consultants, at least ten (10) business days prior to the delivery of the Bonds, a breakdown of its "underwriting spread" among the following categories: Takedown, Management Fee (if any), Legal Counsel Fee (if any) and Spread Expenses (if any).

The undersigned bidder and each syndicate member listed herein makes the following representations and, if its bid is accepted, covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"). As used in therein, "affiliate" means an entity that controls, is controlled by, or is under common control with the bidder and each syndicate member listed herein within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. If a bidder's bid is accepted, then liability for breach of any such representation or covenant during the term of the contract for purchase and sale of the Bonds created thereby (the "Purchase Contract") shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the bid or this Official Notice of Sale, notwithstanding anything herein or therein to the contrary. The term of this Purchase Contract terminates upon the date of delivery of the Bonds or, if earlier, exercise of a termination right (which may not be based on and existing or incipient breach of a verification).

The undersigned bidder and each syndicate member listed herein represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each bidder and each syndicate member listed herein 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.

The undersigned bidder and each syndicate member listed herein hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, if its bid is accepted, will not boycott Israel during the term of the Purchase Contract. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

The undersigned bidder and each syndicate member listed herein hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, if its bid is accepted, will not discriminate against a firearm entity or firearm trade association during the term of the Purchase Contract. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

The undersigned bidder and each syndicate member listed herein hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, if its bid is accepted, will not boycott energy companies during the term of the Purchase Contract. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

The bidder understands that in connection with its review of the Bonds, the Office of the Texas Attorney General may require documentation from the bidder to substantiate these verifications and such documentation may include requiring the bidder to provide a written legal opinion or comfort letter. At the request of the City, the undersigned agrees to execute further written certification as may be necessary or convenient for the City to establish compliance with these laws.

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

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

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

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

Respectfully submitted,

Name _____
Title _____
Signature _____
Email _____

Firm Name _____
Address _____
Phone _____

By: Authorized Representative

ACCEPTANCE CLAUSE

ACCEPTED...The above and foregoing bid is hereby in all things accepted by the City of Carrollton, Texas subject to an in accordance with the Official Notice of Sale and Bidding Instructions, this 18th day of May 2026.

Pricing Officer
City of Carrollton, Texas

**CITY OF CARROLLTON, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
SERIES 2026**

CERTIFICATE REGARDING ISSUE PRICE

The undersigned, being a duly authorized representative of the initial purchaser or the manager of the syndicate of underwriters (“Underwriter”) which has purchased the Waterworks and Sewer System Revenue Bonds, Series 2026 (the “Bonds”), being issued by the City of Carrollton, Texas (the “Issuer”), hereby certifies and represents, based on its records and information, as follows:

(1) On the Sale Date, the Underwriter’s reasonably expected initial offering price of each Maturity of the Bonds (the “Expected Offering Price”) to as the Public is set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Issue Price Certificate as **Schedule A**. The Expected Offering Prices are the prices for the Bonds used by the Underwriter in formulating its bid to purchase the Bonds.

(2) The Underwriter 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).

(3) The bid submitted by the Underwriter constituted a firm bid to purchase the Bonds.

(4) The Underwriter has made a bona fide offering of all the Bonds of each Maturity to the Public at its Expected Offering Price set forth in **Schedule A**.

If less than 3 qualified bids are received from underwriters please attach Schedule B.

(5) On the Sale Date, the first price at which at least 10% of each Maturity of the Bonds, except for Bonds listed on Schedule B (the “Hold-the-Offering-Price Maturities”), was sold to the Public is the respective price listed in Schedule A.

(6) As set forth in the Notice of Sale for the Bonds, the Underwriter has agreed in writing that, (i) for each of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Expected Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Bonds of the Hold-the-Offering-Price Maturities to any person at a price that is higher than the respective Expected Offering Price for that Maturity of the Bonds during the Holding Period.

(7) ***Defined Terms.***

(i) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule B hereto as the “Hold-the-Offering-Price Maturities.”

(ii) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Expected Offering Price for such Hold-the-Offering-Price Maturity.

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

(iv) *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 entity if an Underwriter and such entity 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 profit 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).

(v) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is May 18, 2026.

(vi) *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 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 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).

(8) Please choose the appropriate statement:

() Purchaser will not purchase bond insurance for the Bonds.

() Purchaser will purchase bond insurance from _____ (the "Insurer") for a fee/premium of \$ _____ (the "Fee"). To the best of the undersigned's knowledge, information and belief, based upon the facts available at this time and current market conditions, the Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate. The Fee 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. No portion of the Fee 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.

The undersigned understands that the foregoing information will be relied upon by 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, and by Orrick, Herrington & Sutcliffe LLP in connection with rendering its opinion that the interest on the Bonds 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 Bonds. Notwithstanding anything set forth herein, the Underwriter is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

[Name of Purchaser]

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A
PRICING WIRE
(Attached)

SCHEDULE B
HOLD-THE-OFFERING-PRICE MATURITIES