

NOTICE OF SALE AND BIDDING INSTRUCTIONS

On

BRAZOS COUNTY, TEXAS

\$38,000,000*

CERTIFICATES OF OBLIGATION, SERIES 2026

**Electronic Bids will be accepted between 8:30 AM Local time and 9:00 AM Local time,
Tuesday, May 19, 2026**

THE SALE

Certificates of Obligation Offered for Sale at Competitive Bidding

Brazos County, Texas (the “County”) is offering for sale at competitive bid its \$38,000,000* Certificates of Obligation, Series 2026 (the “Certificates”) and \$7,000,000* General Obligation Bonds, Series 2026 (the “Bonds”) pursuant to a common Preliminary Official Statement dated May 11, 2026 (the “Preliminary Official Statement”). The Certificates are being issued pursuant to an Order of the Commissioners Court of the County authorizing the issuance of and the award and delivery of the Certificates. Terms used herein and not defined in the Notice of Sale and Bidding Instructions shall have the same meaning assigned to them in the Official Statement.

Bids for each of the Certificates and the Bonds will be accepted at the times described in the respective Notice of Sale and Bidding Instructions for such issue. **A different Notice of Sale and Bidding Instructions has been prepared for each issue and the award and delivery of the Certificates is not contingent on the award or delivery of the General Obligation Bonds.** Terms used herein and not defined in the Notice of Sale and Bidding Instructions shall have the same meaning assigned to them in the Preliminary Official Statement.

Electronic Bids Only

All bids must be submitted prior to 9:00 AM, local time on May 19, 2026 (the “Sale Time”). Bids may be submitted through the facilities of PARITY (see “PARITY” below) beginning at 8:30 AM, Local time on May 19, 2026. Subscription to the i-Deal, L.L.C.’s BIDCOMP Competitive Bidding System is required in order to submit a bid. The County will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. To bid via PARITY, bidders must have made arrangements for the Good Faith Deposit prior to the Sale Time, as further described below under “CONDITIONS OF THE SALE – Good Faith Deposit”.

PARITY

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Certificates on the terms provided in this Notice of Sale and Bidding Instructions, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the County. The County shall not be

* Preliminary; subject to change. See “THE CERTIFICATES – Adjustment of Principal Amount and Maturity Schedule for the Certificates” and “CONDITIONS OF THE SALE – Type of Bids and Interest Rates” herein.

responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Notice of Sale and Bidding Instructions shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice of Sale and Bidding Instructions shall control. Further information about PARITY, including any fee charged, may be obtained from BIDCOMP/PARITY, 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. For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the County, as described under “CONDITIONS OF THE SALE - Basis for Award”. All electronic bids shall be deemed to incorporate the provisions of this Notice of Sale and Bidding Instructions and the Official Bid Form.

Preliminary and Final Official Statement

The County’s Preliminary Official Statement, dated May 11, 2026, is available for viewing in electronic format on the i-Deal Prospectus website. The i-Deal Prospectus website address is <http://www.i-dealprospectus.com/>.

The Preliminary Official Statement is deemed by the County to be final as of its date, for purposes of SEC Rule 15c2-12(b)(1), promulgated by the United States Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934 (the “Rule”), except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Certificates, description of insurance, if any, and any other terms or provisions to be determined from the successful bid or depending on such matters, and the identity of the purchaser(s). The Preliminary Official Statement is, however, subject to such further revisions, amendments and completion in a final Official Statement as may be necessary.

The County shall provide the winning bidder (the “Purchaser”) with a requested amount of (up to but not exceeding 20) conformed copies of a final Official Statement within seven (7) business days following the date of acceptance of the bid.

Award of the Certificates

The Commissioners Court of the County anticipates taking action to award the Certificates (or reject all bids) at a meeting scheduled to convene at 10:00 AM, Local time, on May 19, 2026, and adopt an order authorizing the issuance of the Certificates and approving the Official Statement (the “Order”).

THE CERTIFICATES

Description

The Certificates will be dated June 1, 2026 (the “Dated Date”). Interest will accrue from June 16, 2026 (“the Date of Delivery”), and will be due on March 1, 2027, and each September 1 and March 1 thereafter until the earlier of maturity or prior redemption. The Certificates will be issued only in integral multiples of \$5,000 for any one maturity. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Certificates will mature in each year as follows unless the bidder elects to have one or more term Certificates as provided on the following page.

Maturity Schedule*

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>
2027	\$250,000	2037	\$1,965,000
2028	750,000	2038	2,050,000
2029	1,410,000	2039	2,140,000
2030	1,470,000	2040	2,230,000
2031	1,535,000	2041	2,325,000
2032	1,600,000	2042	2,420,000
2033	1,665,000	2043	2,525,000
2034	1,735,000	2044	2,630,000
2035	1,810,000	2045	2,745,000
2036	1,885,000	2046	2,860,000

* Preliminary, subject to change.

Adjustment of Principal Amount and Maturity Schedule for the Certificates

The principal amounts for the Certificates set forth in this Official Notice of Sale and Bidding Instructions reflect estimates of the County and its Municipal Advisor, PFM Financial Advisors LLC (“PFM”), with respect to the likely interest rate of the winning bid and the premium/discount contained in the winning bid. The maturity schedule may be adjusted by the County and its Municipal Advisor prior to the date and time for submission of bids and, if any such adjustment is made, bidders must bid on the basis of the adjusted schedule. Such changes will be reflected in the maturity schedule posted with PARITY on or before the day the County requests bids for the Certificates. The County and PFM shall not be required to give any other notice of any adjusted maturity schedule.

After selecting the winning bid, the aggregate principal amount of the Certificates and the principal installment amounts in the maturity schedule may be further adjusted as determined by the County in \$5,000 increments to reflect the actual interest rates and any premium/discount in the winning bid and to maximize the efficiency of the structure related to the Certificates. Any such adjustment of the aggregate principal amount of the Certificates and/or the principal installment amounts (including Term Certificates, if any; see “- Serial Certificates and/or Term Certificates” below) in the maturity schedule for the Certificates made by the County or PFM subsequent to the deadline for the submission of bids shall be subsequent to the award of the Certificates to the winning bidder as determined pursuant to “CONDITIONS OF THE SALE – Basis For Award” herein and shall not affect such determination.

Such adjustment will not change the aggregate principal amount of the Certificates to be issued by more than 15% from the aggregate principal amount posted with PARITY on May 11, 2026. The dollar amount bid for the Certificates by the winning bidder will be adjusted proportionately to reflect any increase or decrease in the aggregate principal amount of the Certificates finally determined to be issued. Any such adjustment will be communicated to the winning bidder within four (4) hours of the deadline for the submission of bids. Upon receipt of the initial reoffering prices from the winning bidder, PFM will calculate the winning bidder’s total per bond underwriter’s compensation (fees and expenses). Any adjustments to the aggregate principal amount of the Certificates and the maturity schedule will be made in a manner that does not decrease the winning bidder’s certified underwriter’s compensation on a per bond basis.

*Preliminary; subject to change. See “THE CERTIFICATES – Adjustment of Principal Amount and Maturity Schedule for the Certificates” and “CONDITIONS OF THE SALE – Type of Bids and Interest Rates” herein.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the Certificates of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified in the original bid. However, the award will be made to the bidder whose bid produces the lowest true interest cost rate, calculated as specified herein, without taking into account any adjustment in the amount of Certificates pursuant to this section.

Serial Certificates and/or Term Certificates

Bidders may provide that all of the Certificates be issued as serial certificates or may provide that any two or more consecutive annual principal installment amounts be combined into one or more term certificates (see “Mandatory Sinking Fund” below).

Mandatory Sinking Fund

If the successful bidder elects to alter the Maturity Schedule reflected above and convert principal amounts of the Certificates into “Term Certificates”, such Term Certificates shall be subject to mandatory redemption on the first September 1 next following the last maturity for Serial Certificates as reflected in the bidder’s bid, and annually thereafter on each September 1 until the stated maturity date for the Term Certificates at the redemption prices of par plus accrued interest to the date of redemption. The principal amounts of the Term Certificates to be redeemed on each mandatory redemption date shall be the principal amounts that would have been due and payable in the Maturity Schedule shown above had no conversion to Term Certificates occurred. At least thirty (30) days prior to each mandatory redemption date, the Paying Agent/Registrar shall select by lot or other customary random selection method the Term Certificates to be redeemed and cause a notice of redemption to be given in the manner provided in the Preliminary Official Statement.

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the County, by the principal amount of the Term Certificates of the same maturity which (i) have been acquired by the County, with funds on deposit in the Interest and Sinking Fund for the Certificates at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) have been redeemed pursuant to the optional redemption provisions (see “– Optional Redemption” below) and not previously credited against a mandatory redemption requirement.

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

Book-Entry-Only System

The County intends to utilize the book-entry-only system of The Depository Trust Company (“DTC”). See “BOOK-ENTRY-ONLY SYSTEM” in the Preliminary Official Statement.

Optional Redemption

The County reserves the right, at its option, to redeem Certificates having stated maturities on and after September 1, 2037, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on September 1, 2036, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

Paying Agent/Registrar

The initial Paying Agent/Registrar shall be BOKF, NA.

Source of Payment

The Certificates are direct obligations of the County and are payable both as to principal and interest from the levy and collection of a direct and continuing ad valorem tax, levied annually, within the limits prescribed by law, on all taxable property located within the County and from \$1,000 of the revenues of the Brazos Center, the County's convention and meeting facility.

CONDITIONS OF THE SALE

Type of Bids and Interest Rates

The Certificates will be sold in one block on an "All or None" basis. **The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP"), and underwriter's discount may not be less than 102% or greater than 120% of the aggregate principal amount of the Certificates.** Bidders are invited to name the rate(s) of interest to be borne by the Certificates via their electronic bid, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1% and the net effective interest rate (calculated in the manner required by Chapter 1204, Texas Government Code) must not exceed 15%. **The highest rate bid may not exceed the lowest rate bid by more than 3% in rate.** No coupon rate greater than 5.25% will be accepted. **For Certificates having stated maturities on and after August 1, 2037, no reoffering yield producing a dollar price less than 97.50 for any individual maturities will be accepted.** No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Certificates of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered.

Basis for Award

The sale of the Certificates will be awarded to the bidder making a bid that conforms to the specifications herein and which produces the lowest "True Interest Cost Rate" to the County. The True Interest Cost Rate is that rate which, when used to compute the total present value as of the Date of Delivery of all debt service payments on the Certificates on the basis of semi-annual compounding, produces an amount equal to the Net Certificate Proceeds (defined as the par amount of the Certificates, plus any Original Issue Premium, less any Original Issue Discount and underwriter's discount on the Certificates calculated on a 360-day year). In the event of a bidder's error in interest cost rate calculations, the interest rates, and premium, if any, set forth, or incorporated by reference, in the Official Bid Form will be considered as the intended bid.

The County reserves the right to reject any and all bids and to waive any irregularity or informality of any bid, except time of submission.

Good Faith Deposit

A Good Faith Deposit, payable to the order of "Brazos County, Texas", in the amount of \$760,000, which is approximately 2% of the par value of the Certificates, is required. Such Good Faith Deposit shall be in the form of a cashier's check or its equivalent. If a cashier's check is used it is to be retained uncashed by the County pending the Purchaser's compliance with the terms of the Official Bid Form and this Notice of Sale and Bidding Instructions. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Texas. The Good Faith Deposit, if in the form of a cashier's check, may accompany the Official Bid Form or it may be submitted separately, in either case it must be in

the possession of PFM prior to the Sale Time in order to qualify to bid electronically. If a cashier's check is submitted separately, it shall be made available to the County prior to the opening of the bids, and shall be accompanied by instructions from the bank on which drawn which authorizes its use as a Good Faith Deposit by the Purchaser who shall be named in such instructions. **The Good Faith Deposit of the Purchaser utilizing a cashier's check will be returned to the Purchaser upon payment for the Certificates.** 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 Certificates in accordance with the bid, then said cashier's check shall be cashed and accepted by the County as full and complete liquidated damages. The cashier's checks accompanying bids other than the Winning Bid will be returned immediately after the bids are opened, and an award of the Certificates has been made.

If the Certificates are awarded to a bidder utilizing a Financial Surety Bond, then the Purchaser is required to submit its Good Faith Deposit to the County or PFM in the form of a cashier's check (or wire transfer such amount as instructed by the County or PFM) not later than 3:30 PM Local time on the next business day following the award. If such Good Faith Deposit is not received by that time, the Financial Surety Bond may be drawn by the County to satisfy the Good Faith Deposit requirement.

In the event that the Financial Surety Bond is drawn upon by the County, the County will hold the funds drawn in a special trust account and will return such funds to the Purchaser upon (i) payment of the purchase price by the Purchaser, or, if the County is unable to deliver the Certificates in accordance with the terms of this Notice of Sale and Bidding Instructions, or (ii) upon the expiration of the final date by which the County may deliver the Certificates to the Purchaser as described herein. Any funds received by the County as a result of a draw on a Financial Surety Bond may be invested by the County, but no interest will accrue to the Purchaser as a result of such investment. The Good Faith Deposit will be returned in full to the Purchaser upon payment for the Certificates. If the Purchaser should fail to pay for the Certificates in accordance with its bid, then the Good Faith Deposit will be accepted by the County as full and complete liquidated damages.

DELIVERY OF THE CERTIFICATES AND ACCOMPANYING DOCUMENTS

CUSIP Numbers

It is anticipated that CUSIP identification numbers will appear on the Certificates, but neither the failure to print or type such number on any certificate 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 Certificates in accordance with the terms of this Notice of Sale and Bidding Instructions and the terms of the Official Bid Form. The Purchaser shall make application for CUSIP numbers. All expenses in relation to the printing or typing of CUSIP numbers on the Certificates shall be paid by the County; provided, however, that the charges of CUSIP Global Services for the assignment of the numbers shall be the responsibility of and shall be paid for by the Purchaser.

Initial Delivery of Certificates

Initial Delivery will be accomplished by the issuance of one Initial Certificate ("Initial Certificate"), either in typed or printed form, in the aggregate principal amount of \$38,000,000*, payable in the stated installments to the Purchaser, signed by the County Judge and County Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State

* Preliminary; subject to change. See "THE CERTIFICATES – Adjustment of Principal Amount and Maturity Schedule for the Certificates" and "CONDITIONS OF THE SALE – Type of Bids and Interest Rates" herein.

of Texas. Upon delivery of the Initial Certificate, it shall be immediately canceled and one definitive Certificate for each maturity of the Certificates will be delivered and deposited with DTC in connection with DTC's Book-Entry-Only System. Initial Delivery will be at the office of the Paying Agent/Registrar. Payment for the Certificates must be made in immediately available funds for unconditional credit to the County, or as otherwise directed by the County. The Purchaser will be given six business days' notice of the time fixed for delivery of the Certificates. It is anticipated that Initial Delivery of the Initial Certificate can be made on or about June 16, 2026, and it is understood and agreed that the Purchaser will accept delivery and make payment for the Certificates by 10:00 AM, Local time, on June 16, 2026, or thereafter on the date the Certificates is tendered for delivery, up to and including June 30, 2026. If for any reason the County is unable to make delivery on or before June 30, 2026, the County shall immediately contact the Purchaser and offer to allow the Purchaser to extend its offer for an additional thirty days. If the Purchaser does not elect to extend its offer within six days thereafter, then its Good Faith Deposit will be returned, and both the County and the Purchaser shall be relieved of any further obligation. In no event shall the County be liable for any damages by reason of its failure to deliver the Certificates, provided such failure is due to circumstances beyond the County's reasonable control.

Conditions to Delivery

The obligation of the Purchaser to take up and pay for the Certificates is subject to the Purchaser's receipt of (a) the issuance of an approving opinion of the Attorney General of Texas, (b) the Purchaser's acknowledgement of receipt of the Initial Certificate, (c) the legal opinion of Winstead PC, San Antonio, Texas, Bond Counsel ("Bond Counsel"), (d) the no-litigation certificate, (e) the certification as to the Official Statement, and (f) a copy of the Order containing the continuing disclosure agreement, all as further described hereinafter.

In order to provide the County with information required to enable it to comply with certain conditions of the Internal Revenue Code of 1986, as amended, relating to the exclusion of interest on the Certificates from gross income for federal income tax purposes, the Purchaser will be required to complete, execute, and deliver to the County, on or before the date of initial delivery of the Certificates a certification as to their "issue price" substantially in the form and to the effect attached hereto or accompanying this Notice of Sale and Bidding Instructions.

Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certificate by the date specified above, if its bid is accepted by the County. It will be the responsibility of the Purchaser to institute such syndicate reporting requirements to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel. **In no event will the County fail to deliver the Certificates as a result of the Purchaser's inability to sell a substantial amount of the Certificates at a particular price prior to delivery. See "ESTABLISHMENT OF ISSUE PRICE" hereto.**

Additional Condition of Award — Disclosure of Interested Party Form

Pursuant to Texas Government Code Section 2252.908 (the "Interested Party Disclosure Act"), the County may not award the Certificates to a bidder that is a privately held entity unless the winning bidder and each privately held syndicate member listed on the Official Bid Form submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the County as prescribed by the Texas Ethics Commission ("TEC"). See "Official Bid Form". **In the event that the bidder's bid for the Certificates conforms to the specifications herein and is the best bid received, the County, acting through its Municipal Advisor, will promptly notify the bidder. The apparent winning bidder and each syndicate member listed on the Official Bid Form must have submitted a completed Disclosure Form, as described below, not**

later than 1 hour after the deadline for the submission of bids in order for the County to complete the formal award.

If the apparent winning bidder and each syndicate member listed on the Official Bid Form fails to file the Disclosure Form within the time period described in the previous sentence, the County reserves the right to notify the apparent winning bidder and each syndicate member listed on the Official Bid Form that their bid has been rejected and award the sale to the next lowest bidder.

For purposes of completing the Disclosure Form, reference is made to the following information needed to complete it: (a) item 2 – name of governmental entity – “Brazos County, Texas” and (b) item 3 – the identification number and description of the goods or services assigned to this contract by the County – “Bid for the 2026 Certificates”. **The Interested Party Disclosure Act and the rules adopted by the TEC with respect thereto (the “Disclosure Rules”) require a business entity contracting with the County to complete the Disclosure Form electronically at www.ethics.state.tx.us and print, sign and deliver, the Disclosure Form and certification of filing that is generated by the TEC’s “electronic portal” to the County.** Following the electronic filing with the TEC, the winning bidder and each syndicate member listed on the Official Bid Form must submit an electronic copy of their completed Disclosure Form and certification of filing to the County at: mturner@brazoscountytexas.gov, waleyd@pfm.com, robertsb@pfm.com; and dmartinez@winstead.com.

Time will be of the essence in submitting the form to the County, and no award will be made by the County of the Certificates until a completed Disclosure Form is received. The County reserves the right to reject any bid that is not accompanied by a completed Disclosure Form, as described herein. Neither the County nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any bidder and each syndicate member listed on the bid form with respect to the proper completion of the Disclosure Form. Consequently, an entity intending to bid on the Certificates should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the County that its bid is the conditional winning bid.

Disclosure of Interested Party Form 1295 – Exemption

Pursuant to the Interested Party Disclosure Act, a publicly traded business entity, including a wholly owned subsidiary of the business entity, is exempt from the requirements of the Interested Party Disclosure Act. The County is not responsible or liable for ascertaining or verifying whether any bidder satisfies this exemption. If any bidder, in its sole discretion, determines that it satisfies this exemption, the County will require receipt of the following certification via email to accompany its bid. The County will rely on such certification for purposes of satisfying its obligations under the Interested Party Disclosure Act. “Pursuant to Section 2252.908(c)(4), Texas Government Code, filing Form 1295 does not apply to a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity. Therefore, we confirm that [BIDDER] is a [wholly owned subsidiary of _____, which is a] publicly traded business entity and, pursuant to such law, we are not required to deliver to Brazos County, Texas, a Certificate of Interested Parties Form 1295 with respect to our bid to purchase the Certificates.”

Statutory Representations and Covenants

By submitting a bid, each bidder makes the following representations and, if its bid is accepted, covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”). As used in therein, “affiliate” means an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. If a bidder’s bid is accepted, then liability for breach of any such representation or

covenant during the term of the contract for purchase and sale of the Certificates 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.

Texas Attorney General Standing Letter. The winning bidder represents that it has, as of the date bids are due on the Certificates and as of Closing, on file with the Texas Attorney General a standing letter addressing the representations and verifications hereinbefore described in this Notice of Sale in the form attached as Exhibit B to the Updated Recommendations for Compliance with the Texas BPA Verification and Representation Requirements (December 1, 2023) of the Municipal Advisory Council of Texas or any other form accepted by the Texas Attorney General (a “Standing Letter”). In addition, if subsequent to the filing of its Standing Letter, the winning bidder or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such winning bidder receives or has received a letter from the Texas Comptroller of Public Accounts or the Texas Attorney General seeking (a) confirmation or verification of the these representations and verifications or (b) written verification that such bidder is a member of the Net Zero Banking Alliance, Net Zero Insurance Alliance, Net Zero Asset Owner Alliance, or Net Zero Asset Managers or of the representations and certifications contained in the winning bidder’s Standing Letter (each a “Request Letter”), the winning bidder shall promptly notify the County and Bond Counsel (if it has not already done so) and provide to the County or Bond Counsel, two business days prior to Closing and additionally upon request by the County 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 County and the Texas Attorney General (the “Bringdown Verification”). The Bringdown Verification shall also confirm that the winning bidder (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the winning bidder that received the Request Letter) intends to timely respond or has timely responded to the Request Letter. The Bringdown Verification may be in the form of an e-mail. The County reserves the right, in its sole discretion, to reject any bid from a bidder that does not satisfy the foregoing

requirements as of the deadline for bids for the Certificates. Liability for breach of any such verification during the term of this contract for purchase shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this contract for purchase, notwithstanding anything in this contract for purchase to the contrary.

Legal Opinions

The Certificates are offered when, as and if issued, subject to the approval of the Attorney General of the State of Texas. Delivery of and payment for the Certificates is subject to the receipt by the Purchaser of the opinion of Bond Counsel, to the effect that, based on a review of a transcript of proceedings relating to the issuance of the Certificates, the Certificates are valid and binding obligations of the County and that the interest on the Certificates will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "TAX MATTERS" in the Preliminary Official Statement.

Certification as to No-Litigation and Official Statement

At the time of payment for, and initial delivery of, the Certificates, the County will execute and deliver to the Purchaser a no-litigation certificate as described in the Preliminary Official Statement.

At the time of payment for and delivery of the Certificates, the Purchaser will also be furnished a certificate, executed by proper officers, acting in their official capacity, to the effect that to the best of their knowledge and belief: (a) the description and statements of or pertaining to the County contained in its Official Statement, and any addenda, supplement or amendment thereto, on the date of such Official Statement, on the date of sale of the Certificates and the acceptance of the best bid therefor, and on the date of the delivery, were and are true and correct in all material respects; (b) insofar as the County and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the County, and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the County believes to be reliable and the County has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the County since the date of the last audited financial statements of the County.

Change in Tax Exempt Status

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

Continuing Disclosure Agreement

The County has approved and authorized distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Certificates but does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the County deems the accompanying Preliminary Official Statement to be final as of its date, within the meaning of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission ("SEC"), except for information

relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Purchaser and other similar information, terms and provisions to be specified in the competitive bidding process. The Purchaser shall be responsible for promptly informing the County of the initial offering yields of the Certificates.

Thereafter, the County will complete and authorize distribution of the Official Statement identifying the Purchaser and containing such omitted information. The County 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 County intends the same to be final as of such date, within the meaning of the Rule. Notwithstanding the foregoing, the County makes no representation concerning the absence of material misstatements or omissions from the Official Statement, except only as and to the extent under “– Certification as to No-Litigation and Official Statement” as described herein. To the best knowledge and belief of the County, 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 Certificates.

The County will agree in the Order to provide certain periodic information and notices of material events in accordance with the Rule, as described in the Official Statement under "CONTINUING DISCLOSURE OF INFORMATION". The Purchaser's obligation to accept and pay for the Certificates is conditioned upon delivery to the Purchaser or its agent of a certified copy of the Order containing the agreement described under such heading in addition to the other documents described under “DELIVERY OF THE CERTIFICATES AND ACCOMPANYING DOCUMENTS – Conditions to Delivery” above.

The Official Statement and Compliance with SEC Rule 15c2-12

The County has prepared the accompanying Preliminary Official Statement and, for the limited purpose of complying with the Rule, deems such Preliminary Official Statement to be final as of its date within the meaning of the Rule for the purpose of review prior to bidding. Representations made and to be made by the County concerning the absence of material misstatements and omissions in the Preliminary Official Statement are addressed elsewhere in this Notice of Sale and Bidding Instructions and in the Preliminary Official Statement.

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ESTABLISHMENT OF ISSUE PRICE

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

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

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

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

(c) In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. In such event, the County intends to treat the initial offering price to the public as of the sale date of each maturity of the Certificates as the issue price of that maturity (the “hold-the-offering-price rule”). The County shall promptly advise the winning bidder, at or before the time of award of the Certificates, if the competitive sale requirements were not satisfied, in which case the hold-the-offering-price rule shall apply to the Certificates. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied and the hold-the offering- price rule applies. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the County. (d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Certificates to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Certificates, that the underwriters will neither offer nor sell unsold Certificates of any maturity to which the hold-the-offering-price rule applies to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the underwriters have sold at least 10% of that maturity of the Certificates 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 County when the underwriters have sold 10% of that maturity of the Certificates 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.

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

(e) 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 Certificates 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, to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Certificates 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 Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(f) Sales of any Certificates to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale.

Further, for purposes of this section of the Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates 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 Certificates to the public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Certificates to the public), (3) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if

both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (3) “sale date” means the date that the Certificates are awarded by the County to the winning bidder.

GENERAL

Municipal Advisor

PFM is employed as Financial Advisor to the County in connection with the issuance of the Certificates. The Municipal Advisor’s fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery of the Certificates. PFM is an independent municipal advisory firm not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. PFM, in its capacity as Municipal Advisor, has relied on the opinion of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Certificates, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

Blue Sky Laws

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

Not an Offer to Sell

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

Issuance of Additional Debt

Except for the issuance of the Bonds anticipated to be issued concurrently with the Certificates, the County does not anticipate issuing additional debt payable from ad valorem taxes within the remainder of the calendar year.

Ratings

The Certificates have received a rating of “AA+” from S&P Global Ratings (“S&P”). The presently outstanding limited ad valorem tax-supported debt of the County is also rated “AA+” by S&P. See

“OTHER RELEVANT INFORMATION – Ratings” in the Preliminary Official Statement. Neither the County nor the Purchaser has undertaken any responsibility to advise owners of the Certificates of any lowering or withdrawal of such ratings.

Municipal Bond Insurance

In the event the Certificates are qualified for municipal bond insurance, and the Purchaser desires to purchase such insurance, any fees **will be paid by the Purchaser**. It will be the responsibility of the Purchaser to disclose the existence of insurance, its terms and the effect thereof with respect to the reoffering of the Certificates.

Registration and Qualification of Certificates for Sale

No registration statement relating to the Certificates has been filed with the SEC under the Securities Act of 1933, as amended, in reliance upon exemptions provided in such Act. The Certificates have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the Official Statement. Any representation to the contrary is a criminal offense. The Certificates have not been registered or qualified under the Securities Act of Texas in reliance upon exemptions contained therein, nor have the Certificates been registered or qualified under the securities acts of any other jurisdiction. The County assumes no responsibility for registration or qualification of the Certificates under the securities laws of any jurisdiction in which the Certificates may be sold, assigned, pledged, hypothecated, or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Certificates shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions.

The Official Statement and Compliance with SEC Rule 15c2-12

The County has prepared the accompanying Preliminary Official Statement and, for the limited purpose of complying with the Rule, deems such Preliminary Official Statement to be final as of its date within the meaning of the Rule for the purpose of review prior to bidding. Representations made and to be made by the County concerning the absence of material misstatements and omissions in the Preliminary Official Statement are addressed elsewhere in this Notice of Sale and Bidding Instructions and in the Preliminary Official Statement.

On the date of the sale, the Commissioners Court of the County will, in the Order authorizing the issuance of the Certificates, confirm its approval of the form and content of the Preliminary Official Statement and the Official Statement, and any addenda, supplement or amendment thereto, and authorize use of the Official Statement in the reoffering of the Certificates by the Purchaser.

County Judge
Brazos County, Texas

ATTEST:

County Clerk
Brazos County, Texas

May 11, 2026

OFFICIAL BID FORM

Form 1295 Identification Number: 2026CERTIFICATES

Honorable County Judge and Commissioners Court
 Brazos County, Texas
 200 South Texas Avenue
 Bryan, Texas 77803

May 19, 2026

Members of the Commissioners Court:

Reference is made to your Preliminary Official Statement and Notice of Sale and Bidding Instructions, dated May 11, 2026, of \$38,000,000* BRAZOS COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2026, both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Preliminary Official Statement, we will pay you par, plus a cash premium of \$_____ for Certificates maturing and bearing interest as follows.

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>
2027	\$250,000	2037	\$1,965,000
2028	750,000	2038	2,050,000
2029	1,410,000	2039	2,140,000
2030	1,470,000	2040	2,230,000
2031	1,535,000	2041	2,325,000
2032	1,600,000	2042	2,420,000
2033	1,665,000	2043	2,525,000
2034	1,735,000	2044	2,630,000
2035	1,810,000	2045	2,745,000
2036	1,885,000	2046	2,860,000

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

<u>Maturity Date</u>	<u>Year of First Mandatory Redemption</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

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

True Interest Cost Rate _____ %

*Preliminary; subject to change. See “THE CERTIFICATES – Adjustment of Principal Amount and Maturity Schedule for the Certificates” and “CONDITIONS OF THE SALE – Type of Bids and Interest Rates” in the Notice of Sale and Bidding Instructions.

The Purchaser will have the Certificates of the following maturities _____ insured by _____ at a premium of \$ _____, said premium to be paid by the Purchaser. Any fees to be paid to any rating agency as a result of said insurance will be paid by the County.

The Initial Certificate shall be registered in the name of the undersigned. We will advise The Depository Trust Company (“DTC”) of registration instructions at least five business days prior to the date set for Initial Delivery.

A cashier’s check of the _____ Bank, _____, in the amount of \$760,000, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this Bid), and is submitted in accordance with the terms as set forth in the Notice of Sale and Bidding Instructions.

We agree to accept delivery of the Certificates utilizing the book-entry-only system through DTC and make payment for the Initial Certificate by wire transfer in immediately available funds pursuant to written direction of the County, not later than 10:00 AM, Local time, on June 16, 2026, or thereafter on the date the Certificates are tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions.

Through submittal of this executed Official Bid Form, the undersigned verifies that, except to the extent otherwise required by applicable Texas or Federal law, it (1) does not and will not “boycott Israel”, (2) is not a company on the Texas Comptroller’s list concerning “foreign terrorist organizations” prepared and maintained thereby under applicable Texas law, (3) does not and will not “discriminate against a firearm entity or firearm trade association”, (4) does not and will not “boycott energy companies”, and (5) it has, as of the date of this official bid form and as of Closing on file with the Texas Attorney General a standing letter addressing the representations and verifications in (1) through (4), all as more fully provided in the Official Notice of Sale under the heading “ADDITIONAL CONDITIONS OF AWARD”, which are included in Exhibit A to this Official Bid Form and incorporated herein for all purposes.

Upon notification of conditional verbal acceptance and if required, the undersigned will complete, in accordance with the requirements in the Notice of Sale and Bidding Instructions, 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 County at mturner@brazoscountytexas.gov, the County’s municipal advisor at robertsb@pfm.com, and the County’s Bond Counsel at dmartinez@winstead.com . The undersigned understands that the failure to provide the certified Disclosure Form will prohibit the County from providing final written award of the enclosed bid.

The Issuer will consider any bid submitted pursuant to the Notice of Sale and Bidding Instructions relating to the Certificates to be a firm offer for the purchase of the Certificate.

The undersigned agrees to complete, execute, and deliver to the County, at least five business days prior to delivery of the Certificates, a certificate relating to the “issue price” of the Certificates in the form and to the effect accompanying the Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to the County. 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. We also agree and hereby direct the Auditor of the County to attach hereto our electronic bid thereby, by this directed incorporation by reference, completing the information needed for this manually executed bid form.

Respectfully submitted,

By:

Authorized Representative

List of Syndicate Members, if any:

ACCEPTANCE CLAUSE

The above and foregoing bid together with the electronic bid information completing such information as incorporated by reference therein and attached hereto is hereby in all things accepted by Brazos County, Texas, subject to and in accordance with the Notice of Sale and Bidding Instructions, this the 19th day of May, 2026.

County Judge
Brazos County, Texas

ATTEST:

County Clerk
Brazos County, Texas

**NOTICE OF SALE EXHIBIT
ISSUE PRICE CERTIFICATE**

The undersigned, being a duly authorized representative of the underwriter or the manager of the syndicate of underwriters (“Purchaser”) with respect to the purchase of \$38,000,000* Brazos County, Texas Certificates of Obligation, Series 2026, from Brazos County, Texas (the “County”), hereby certifies and represents, based on its records and information, as follows:

[If at least 3 qualified bids are received from underwriters]

1. Reasonably Expected Initial Offering Price.

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

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Certificates.

If the County received fewer than three bids for the Certificates, complete paragraph 2.

2. Hold the Price Rule.

At least 10% of each maturity of the Certificates was sold to the Public at its respective Initial Offering Price, except for the Certificates maturity in the years, ____, ____, ____, ____, ____, ____, ____, and ____ (the “Excepted Maturities”). Neither the Purchaser nor any person related to the Purchaser offered or sold to any person any Certificates of any Excepted Maturity at a price that is higher than its Initial Offering Price during the period starting on the Sale Date and ending on the earlier of (i) the close of the 5th business day following the Sale Date, or (ii) the date on which the Purchaser has sold at least 10% of the Certificates of that maturity to the public at a price no higher than its Initial Offering Price.

3. Defined Terms.

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

(b) Public means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an underwriter or a related party to an underwriter. The term “underwriter” means any person that agrees to participate in the initial sale of the Certificates to the Public pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) or pursuant to a written contract directly or indirectly with any person which has entered into a written contract with the County or with the lead underwriter to form a syndicate (for example, a retail distribution agreement between a national lead underwriter and a regional firm under which the regional firm participates in the initial sale of the Certificates to the public). A related party generally means two or more persons with greater than 50 percent common ownership, directly or indirectly.

(c) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is May __, 2026.

[Include the remaining paragraphs regardless of number of bids; revise lettering of paragraphs as appropriate]

(d) Please choose the appropriate statement:

Purchaser will not purchase bond insurance for the Certificates.

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 Certificates 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 Certificates 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 Certificates. In determining present value for this purpose, the yield of the Certificates (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 Certificates. No portion of the Fee is refundable upon redemption of any of the Certificates in an amount which would exceed the portion of such Fee that has not been earned.

(e) The undersigned has calculated the total underwriting spread on the Certificates to be \$_____. As used herein, the term “total underwriting spread” means the cost for marketing and selling the Certificates, and includes (a) a total takedown of \$_____, (b) a total management fee of \$_____, (c) fees and expenses of underwriter’s counsel in the estimated total amount of \$_____, and (d) other expenses in the total estimated amount of \$_____.

The undersigned understands that the foregoing information will be relied upon by the County 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 Certificates, and by Winstead PC in connection with rendering its opinion that the interest on the Certificates 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 County from time to time relating to the Certificates. The undersigned understands that the foregoing information will also be relied upon by County and by Winstead PC with respect to compliance with the requirements of Section 1202.008, Texas Government Code. 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.

By: _____

Name: _____

Dated: _____

SCHEDULE A
EXPECTED OFFERING PRICES

SCHEDULE B

COPY OF BID