

**NOTICE OF SALE
AND
BIDDING INSTRUCTIONS**

ON

**\$4,860,000*
GRAYSON COUNTY, TEXAS
TAX NOTES, SERIES 2025**

Electronic Bids Due Monday, May 12, 2025, at 10:00 AM CDT

ELECTRONIC BIDS

Notice is hereby given that electronic proposals will be received via PARITY®, in the manner described below, until 10:00 AM CDT time, on May 12, 2025. Bids must be submitted electronically via PARITY® pursuant to this Notice until 10:00 AM CDT, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, including any fee charged, potential bidders may contact Dave Gordon at Estrada Hinojosa, the County's financial advisor (the "Financial Advisor"), at (214) 678-1670 or PARITY® at (212) 849-5021.

THE SALE

NOTES OFFERED FOR SALE AT COMPETITIVE BIDDING . . . Grayson County, Texas (the "County") is offering for sale its \$4,860,000* Tax Notes, Series 2025 (the "Notes").

BIDDING PROCEDURES . . . Bidders must submit their bids electronically using the PARITY system, as described in "**ELECTRONIC BIDS**" below. Only bids through the PARITY system shall be accepted. Bids by other means will not be accepted. Any bids received after the scheduled time for their receipt will not be accepted.

ELECTRONIC BIDS . . . Any prospective bidder that intends to submit an electronic bid must submit its electronic bid via the facilities of I-Deal, LLC PARITY System ("PARITY"). Bidders must submit their electronic bid by 10:00 AM CDT on the date of the sale, May 12, 2025. In the event of a malfunction in the electronic bidding process, the sale may be rescheduled at the discretion of the County. PARITY will not accept bids after the specified time. An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Notes on the terms provided in this Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the County. The County shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice of Sale shall control.

The official time for the receipt of all bids shall be the time maintained by PARITY. All electronic bids shall be deemed to incorporate the provisions of this Notice of Sale, the Official Bid Form and the Preliminary Official Statement. For information purposes only, bidders are requested to state in their electronic bids the true interest cost for the County, as described under "CONDITIONS OF THE SALE – Basis for Award" below. For further information about the PARITY System, including any fee charged, potential bidders may contact the County's Financial Advisor or I-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, (212) 849-5021. The winning bidder shall submit a signed bid form if not previously submitted.

PLACE AND TIME OF BID OPENING . . . The bids for the Notes will be opened at the County in the Grayson County Courthouse, 100 W. Houston, Sherman, Texas 75090, at 10:00 AM CDT, on the date of the sale.

The County's financial advisor will not be responsible for submitting any bids received after the above deadline.

AWARD AND SALE OF THE NOTES . . . At a regular meeting to be held at 10:00 AM CDT, on Tuesday, May 13, 2025, the Commissioners Court of the County will take action to award the Notes (or reject all bids) and adopt an order authorizing the Notes and approving the Official Statement (the "Order"). The County reserves the right to reject any or all bids and to waive any irregularities, except time of filing.

*Preliminary, subject to change.

THE NOTES

DESCRIPTION . . . The Notes will be dated May 1, 2025 (the “Dated Date”). Interest will accrue from the date of initial delivery to the initial purchaser and will be due on February 15, 2026, and each August 15 and February 15 thereafter until maturity. The Notes will be issued in fully registered form in any integral multiple of \$5,000 for any one maturity. The Notes will be serial and/or term Notes, as specified by each bidder, and principal amounts or mandatory sinking fund redemption amounts will be paid on August 15 in each year as follows:

MATURITY SCHEDULE*

(August 15) Maturity	Principal Amount at Maturity
2026	\$ 680,000
2027	755,000
2028	795,000
2029	835,000
2030	875,000
2031	920,000

ADJUSTMENT OF PRINCIPAL AMOUNTS AND/OR BIDS INCLUDING CASH PREMIUM . . . Prior to the Sale: Prior to 10:00 AM CDT on the business day before the bids are due, the County may, in its sole discretion, adjust the principal amount set forth in the Maturity Schedule under “THE NOTES – DESCRIPTION” and/or the type of bid required on the Notes including the cash premium. The Financial Advisor will give notice of any such adjustment by Bloomberg Wire, Inc. (“Bloomberg”) and PARITY. Any such notice shall be considered an amendment to this NOTICE OF SALE AND BIDDING INSTRUCTIONS and to the OFFIAL BID FORM. For purposes of this paragraph, the term “Maturity Schedule” shall include any adjustments to the principal amounts shown above including the total par amount so made by the County by posting a change to PARITY and Bloomberg. Also see “CONDITIONS OF THE SALE” herein.

After the Sale: After final computation of the Bids, in awarding the sale to the best bidder, the County may determine in its sole discretion, that the funds necessary to carry out the purposes for which the Notes are to be issued may be either more or less than the proceeds of the proposed sale of all of the Notes. Upon making such determination, the County reserves the right to adjust the principal amount of the Notes shown on the Maturity Schedule in \$5,000 increments. Such adjustments will not change the aggregate principal amount of the Notes by more than 15% from the amount set forth herein or change the principal amount due on the Notes in any year by more than 15%. Such adjustment(s), if any, shall be made within 4 hours of the award of the Notes.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE REVISED AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect changes in the aggregate principal amounts of the Notes. Such adjusted bid price will reflect changes in the dollar amount of the underwriter’s discount and the original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Notes from the selling compensation that would have been received based on the purchase price in the winning bid and initial reoffering prices.

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

SERIAL NOTES OR COMBINATION OF SERIAL NOTES AND/OR TERM NOTES . . . The County has provided that prospective purchasers may elect that all the Notes be issued as serial Notes maturing in accordance with the Maturity Schedule shown above (Alternative 1) or as a combination of serial Notes and/or term Notes (Alternative 2).

Alternative 1 - Serial Notes:

Serial Notes maturing on August 15, 2026 through August 15, 2031.

Alternative 2 - Serial Notes and/or Term Notes:

Serial Notes maturing on August 15, 2026 through August 15, 2031, and/or term note maturities with each term consisting of two or more consecutive annual principal amounts accumulated from the maturity schedule shown above. There may be any combination of serial and term Notes.

*Preliminary, subject to change.

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 Official Statement.

MANDATORY SINKING FUND REDEMPTION . . . If the successful bidder designates principal amounts to be combined into one or more term notes (the “Term Notes”), each such Term Note shall be subject to mandatory sinking fund redemption commencing on August 15 of the first year which has been combined to form such Term Note and continuing on August 15 in each year thereafter until the stated maturity date of that Term Note at the redemption prices of par plus accrued interest to the date of redemption. The principal amounts redeemed in any year on each mandatory redemption date shall be equal to the principal amount for such year set forth in the table under the “MATURITY SCHEDULE” in the Official Bid Form, had no conversion to Term Notes occurred. Notes to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at par and shall be selected by the Paying Agent/Registrar by lot from among the Notes then subject to redemption. The County, at its option, may credit against any mandatory sinking fund redemption requirement Term Notes of the maturity then subject to redemption which have been acquired by the County and canceled by the Paying Agent/Registrar or have been redeemed and not theretofore applied as a credit against any mandatory sinking fund redemption requirement.

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

The principal amount of the Term Notes for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the County, by the principal amount of Term Notes of like stated maturity which, at least forty-five (45) days prior to the mandatory redemption date, shall have been acquired by the County at a price not exceeding the Principal amount of such Term Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

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

OPTIONAL REDEMPTION . . . The Notes are not subject to optional redemption prior to stated maturity.

PAYING AGENT/REGISTRAR . . . The initial Paying Agent/Registrar for the Notes is Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see “THE OBLIGATIONS - Paying Agent/Registrar” in the Official Statement).

SECURITY . . . The Notes, when issued, will constitute direct obligations of the County, payable from the levy and collection of an ad valorem tax, within the limits prescribed by law, on all taxable property in the County, as described in the Official Statement.

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

CONDITIONS OF THE SALE

TYPES OF BIDS AND INTEREST RATES . . . The Notes will be sold in one block on an “All or None” basis, at a price of not less than 102.85% of par and not more than 107.85% of par. Bidders are invited to name the rate(s) of interest to be borne by the Notes, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1% and the net effective interest rate must not exceed 15%. The highest rate bid may not exceed the lowest rate bid by more than 3% in rate. The maximum coupon rate shall not exceed 5.00%. **Each bidder shall state in the bid the total interest cost in dollars and the true interest cost rate which shall be considered informative only and not as a part of the bid.** No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Notes of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered. Each bidder shall state in the bid the total interest cost in dollars and the net effective interest rate determined thereby (calculated in the manner prescribed by Chapter 1204, Texas Government Code), which shall be considered informative only and not as a part of the bid. In the event of a bidder’s error in interest cost rate calculations, the interest rates set forth in the Official Bid Form will be considered as the intended bid. Also see “**ADJUSTMENT OF PRINCIPAL AMOUNTS AND/OR TYPES OF BIDS INCLUDING CASH PREMIUM**” herein.

The Purchaser (defined below) must provide the initial reoffering prices to the Financial Advisor by 10:00 AM CDT, or within 30 minutes of being notified on the sale date. Such offering prices and yields, among other things, will be used by the Financial Advisor to calculate the final principal amount of each maturity of the Notes and the cash premium for the Notes. It is anticipated that the final principal amount of each maturity of the Notes and the final cash premium amount will be communicated to the successful bidder by 10:00 AM CDT, on the date of the sale.

BASIS FOR AWARD . . . The sale of the Notes 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 the rate which, when used to compute the total present value as of the Delivery Date (defined herein) of all debt service payments on the Notes on the basis of semi-annual compounding, produces an amount equal to the par value of the Notes plus any premium. In the event of a bidder’s error in interest cost rate calculations, the interest rates and premium, if any, set forth in the Official Bid Form will be considered as the intended bid.

GOOD FAITH DEPOSIT . . . The winning bidder will be required to provide a deposit in the amount of \$97,200 to the County as bid security no later than 2:00 PM CDT on May 12, 2025. The bid security may be provided to the County (i) via wire transfer (the County or its Financial Advisor will provide wire instructions to the winning bidder), or (ii) in the form of a certified or cashier's check made payable to the order of County in the amount of the deposit set forth above and delivered to Dave Gordon, Estrada Hinojosa, 600 N. Pearl St., Suite 2100, South Tower, Dallas, TX 75201.

The wire option will be retained by the County and: (a) will be applied, without allowance for interest, against the purchase price when the Notes are delivered to and paid for by such winning bidder, (b) will be retained by the County as liquidated damages if the winning bidder defaults with respect to the terms of its bid (other than default related to the Covered Verifications), or (c) will be returned to the winning bidder if the Notes are not issued by the County for any reason which does not constitute a default by the winning bidder.

If the check option is utilized, the check will be (a) returned uncashed to the winning bidder when the Notes are delivered to and paid for by such winning bidder, (b) cashed by the County as liquidated damages if the winning bidder defaults with respect to the terms of its bid (other than default related to the Covered Verifications), or (c) returned uncashed to the winning bidder if the Notes are not issued by the County for any reason which does not constitute a default by the winning bidder.

In the event the Purchaser should fail or refuse to take up and pay for the Notes in accordance with the bid, then the Good Faith Deposit shall be accepted by the County as full and complete liquidated damages except as provided under the caption "CONDITIONS OF THE SALE – VERIFICATION OF STATUTORY REPRESENTATIONS AND COVENANTS".

ADDITIONAL CONDITION OF AWARD — DISCLOSURE OF INTERESTED PARTY FORM. . . Obligation of the County to Receive Information From Winning Bidder . . . Pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), unless a Bidder is exempt from the filing requirements of Section 2252.908, the County may not award the Notes to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the County as prescribed by the Texas Ethics Commission ("TEC") at the time the bidder submits its Official Bid Form. Effective January 1, 2018, publicly traded business entities (including wholly owned subsidiaries of a publicly traded business entity) are not required to file Form 1295 as provided in Section 2252.908(c)(4).

In the event that the bidder's bid for the Notes is the best bid received, the County, acting through its Financial Advisor, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid and the winning bidder must promptly file the materials described below. The apparent winning bidder and each syndicate member listed on the Official Bid Form must have submitted either (1) a completed Disclosure Form, as described below, or (2) a written representation that it is exempt from the Form 1295 filing requirements pursuant to Section 2252.908(c)(4), not later than two hours after the deadline for the submission of bids in order for 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 or written representation regarding the exemption from the filing requirement within the time period described in the previous sentence, the County reserves the right to notify the apparent winning bidder that their bid has been rejected and award the sale to the next highest rated bidder.

Written Representation Regarding Exemption . . . If a Bidder is claiming an exception to the filing requirement under Section 2252.908(c)(4), the written representation that the Bidder is not required to file a Form 1295 must state that it is publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity and identify the publicly traded business entity that allows them to utilize the exception.

Process For Completing The Disclosure Form . . . The Disclosure Form can be found at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>, and reference should be made to the following information in order to complete it: (a) item 2 – Name ("Grayson County, Texas"), (b) item 3 – the identification number ("Tax Notes Series 2025 Bid"), and (c) item 3 – description of the goods or services assigned to this contract by the County ("Note Purchasing Services").

If submitting a Disclosure Form, the Bidder 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."

Submission of Written Representation Regarding Exemption or Completed Disclosure Form . . . The completed Disclosure Form or the written representation regarding the exemption from the Form 1295 filing requirements must be delivered electronically to Suzette Smith at smiths@co.grayson.tx.us and the County's Financial Advisor, Dave Gordon, at dgordon@ehmuni.com **no later than two hours after the deadline for the submission of bids on the Sale Date.**

Time will be of the essence in submitting the completed Disclosure Form or written representation regarding the exemption from the filing requirements to the County and no bid will be accepted by the County unless a completed Disclosure Form or a written representation of the exemption is received on time.

Neither the County nor its consultants have the ability to verify the information included in a Disclosure Form or written representation, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the Disclosure Form or the written representation. Consequently, an entity intending to bid on the Notes should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form or written representation promptly upon notification from the County that its bid is the conditional winning bid.

VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS . . . By submission of a bid for the Notes, each bidder makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the "Government Code"), as heretofore amended. As used herein, "affiliate" means an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. §230.405, and exists to make a profit. If the bidder's bid is accepted, then liability for breach of any

such verification during the term of the contract for purchase and sale of the Notes created thereby (the "Agreement") shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the bid or this Notice of Sale, notwithstanding anything herein or therein to the contrary.

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, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the bidder and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

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

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 Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

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

REPRESENTATION REGARDING TEXAS ATTORNEY GENERAL STANDING LETTER AND BRINGDOWN VERIFICATION . . . By submission of a bid for the Notes, each bidder represents and verifies that it is aware of the Office of the Texas Attorney General's (the "Texas Attorney General") All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Office of the Texas Attorney General using the following link: (<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>) and the Texas Attorney General's supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>). Each bidder represents and verifies that the bidder has (i) on file a standing letter ("Standing Letter") acceptable to the Texas Attorney General addressing the representations and verifications described under the heading "Verifications of Statutory Representations and Covenants," and (ii) will, upon request of the County or Bond Counsel on behalf of the County, provide the County and Bond Counsel with a copy of its Standing Letter. Each bidder further represents and verifies that its Standing Letter remains in effect as of the date of the Agreement and that the Texas Attorney General has not notified the bidder that a determination has been made that the bidder boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the County or Bond Counsel on the County's behalf, each bidder shall provide additional written certifications to the County and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in the Agreement through the Closing Date (the "Bringdown Verification"). The County reserves the right, and each bidder hereby expressly authorizes the County, to provide such Bringdown Verification to the Texas Attorney General.

ESTABLISHMENT OF ISSUE PRICE

(HOLD-THE-OFFERING PRICE RULE WILL APPLY IF COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED)

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

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

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

For purposes of this section of this Notice of Sale:

- (i) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to the Underwriter,
- (ii) “Underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public),
- (iii) “Related Party” means any two or more persons (including an individual, trust, estate, partnership, association, company, or corporation) that are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “Sale Date” means the date that the Notes are awarded by the County to the winning bidder.

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

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

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) to report the prices at which it sells to the Public the unsold Notes of each maturity allocated to it until either all such Notes have been sold or it is notified by the winning bidder that either the 10% Test has been satisfied as to the Notes of that maturity, (B) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a Related Party to an Underwriter, and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes 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 Notes to the Public to require each underwriter or dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the Public the unsold Notes of each maturity allocated to it until either all such Notes have been sold or it is notified by the winning bidder or such Underwriter that either the 10% Test has been satisfied as to the Notes of that maturity. Sales of any Notes to any person that is a Related Party to an Underwriter shall not constitute sales to the public for purposes of this Notice of Sale.

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Notes, that each Underwriter will neither offer nor sell any Hold-the-Price Maturity to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of (1) the close of the fifth (5th) business day after the Sale Date; or (2) the date on which the Underwriters have sold at least 10% of that Hold-the-Price Maturity to the Public at a price that is no higher than the initial offering price to the Public. The winning bidder shall promptly advise the County when the Underwriters have sold 10% of a Hold-the-Price Maturity to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

DELIVERY OF THE NOTES AND ACCOMPANYING DOCUMENTS

CUSIP NUMBERS . . . It is anticipated that CUSIP identification numbers will appear on the Notes, but neither the failure to print or type such number on any 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 Notes in accordance with the terms of this 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 Notes shall be paid by the County.

INITIAL DELIVERY OF THE NOTES . . . Initial delivery will be accomplished by the issuance of one Initial Note with installment payments for the years of stated maturity (also called the “Note” or “Notes”), either in typed or printed form, in the aggregate principal amount of \$4,860,000 (preliminary, subject to change), payable to the Purchaser, approved by the Attorney General of the State of Texas (the “Attorney General”), and registered and signed manually or by facsimile by the Comptroller of Public Accounts. Upon delivery of the Initial Note, it shall be immediately canceled and one definitive Note for each maturity will be registered and delivered only to Cede & Co., and deposited with DTC in connection with DTC’s Book-Entry-Only System. Delivery will be at the designated office of the Paying Agent/Registrar. Payment for the Notes 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 Notes. It is anticipated that Delivery of the Notes can be made on or about

Wednesday, June 11, 2025 (the “Delivery Date”), and it is understood and agreed that the Purchaser will accept delivery and make payment for the Notes by 10:00 AM CDT, on Wednesday, June 11, 2025, or thereafter on the date the Notes are tendered for delivery, up to and including Wednesday, June 25, 2025. If for any reason the County is unable to make delivery on or before Wednesday, June 25, 2025, 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 Notes.

CONDITIONS TO DELIVERY . . . The obligation of the Purchaser to take up and pay for the Notes is subject to the Purchaser's receipt of (a) the legal opinion of Bickerstaff Heath Delgado Acosta LLP, Austin, Texas, Bond Counsel for the County (“Bond Counsel”) and (b) the no-litigation certificate. In order to provide the County with information required to enable it to comply with certain conditions of the Code relating to the exemption of interest on the Notes from the gross income of their owners, the Purchaser will be required to complete, execute, and deliver to the County (not later than 6 business days prior to delivery of the Notes) a certification as to their “issue price” substantially in the form and to the effect attached hereto or accompanying this Notice of Sale. **In no event will the County fail to deliver the Notes as a result of the Initial Purchaser's inability to sell a substantial amount of the Notes at a particular price prior to delivery.** Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certificate no later than 6 business days prior to delivery of the Notes, 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.

LEGAL OPINIONS . . . The Notes are offered for delivery when, as and if issued, subject to the approval of the Attorney General. Delivery of and payment for the Notes is subject to the receipt by the Purchaser of the opinion of Bond Counsel in substantially the form attached as Appendix C to the Preliminary Official Statement, to the effect that the Notes are valid and binding obligations of the County, that the interest on the Notes is 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 OF OFFICIAL STATEMENT . . . At the time of payment for, and initial delivery of the Notes, the County will execute and deliver to the Purchaser a certificate addressing certain matters as set forth in the Preliminary Official Statement under “OTHER PERTINENT INFORMATION – Certification of the Official Statement.”

GENERAL

FINANCIAL ADVISOR . . . Effective August 2, 2024, Texas State Bankshares, Inc., the registered bank holding company for Texas Regional Bank (collectively, “TRB”), completed its acquisition of Dallas-based investment banking group Estrada Hinojosa & Company, Inc. (“Estrada Hinojosa”). Estrada Hinojosa operates under TRB Capital Markets, LLC, a wholly-owned subsidiary of TRB, using the assumed name of “Estrada Hinojosa”. Estrada Hinojosa (the “Financial Advisor”) is employed by the County as Financial Advisor in connection with the issuance of the Notes, and payment of fees for services rendered with respect to the sale of the Notes is contingent upon the issuance and delivery of the Notes. Estrada Hinojosa in its capacity as Financial Advisor, 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 Notes, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

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

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

RATINGS . . . The Notes have been rated “AA” by S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”). The presently outstanding ad valorem tax debt of the County has unenhanced ratings of “Aa2” by Moody’s Investors Service, Inc. (“Moody’s”) and “AA” by S&P.

MUNICIPAL BOND INSURANCE . . . In the event the Notes are qualified for municipal bond insurance, and the Purchaser desires to purchase such insurance, the cost thereof **will be paid by the Purchaser.** Any fees to be paid to the rating agencies as a result of said insurance **will be paid by the County.** 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 Notes.

THE OFFICIAL STATEMENT AND COMPLIANCE WITH SEC RULE 15c2-12 . . . The County has prepared the accompanying Official Statement and, for the limited purpose of complying with the United States Securities and Exchange Commission (“SEC”) Rule 15c2-12 (“Rule 15c2-12”), deems such Official Statement to be final as of its date within the meaning of such 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 Official Statement are addressed elsewhere in this Notice of Sale and Bidding Instructions and in the Official Statement.

The County will furnish to the Purchaser, or Purchasers, within seven (7) business days after the sale date, an aggregate maximum of one hundred (100) copies of the Official Statement (and 100 copies of any addenda, supplement or amendment thereto), together with information regarding interest rates and other terms relating to the reoffering of the Notes, in accordance with Rule 15c2-12. The Purchaser may arrange at his own expense to have the Official Statement reproduced and printed if he requires more than 100 copies and may also arrange, at his 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 Notes. The Purchaser will be responsible for providing information concerning the County and the Notes to subsequent purchasers of the Notes, and the County will undertake no responsibility for providing such information other than to make the Official Statement available to the Purchaser as provided herein. The County’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 Notes to the Purchaser, unless the Purchaser notifies, in writing, the County that less than all of the Notes have been sold to ultimate customers on or before such date, in which case the obligation will extend for an additional period of time (but not more than 90 days after the sale date) until all of the Notes have been sold to ultimate customers. The Purchaser shall be responsible for providing in writing the initial reoffering prices and other terms, if any to the Financial Advisor by the close of the next business day after the award. Except as noted above, the County assumes no responsibility or obligation for the distribution or delivery of any copies of the Official Statement in connection with the offering or reoffering of the Notes.

ADDITIONAL COPIES OF NOTICE, BID FORM, AND STATEMENT . . . A limited number of additional copies of this Notice of Sale and Bidding Instructions, the Official Bid Form and the Official Statement, as available over and above the normal mailing, may be obtained at the offices of Estrada Hinojosa, 600 N. Pearl St., Suite 2100, South Tower, Dallas, Texas, 75201, Financial Advisor to the County.

CONTINUING DISCLOSURE AGREEMENT . . . The County will agree in the Order to provide certain periodic information and notices of certain events in accordance with Rule 15c2-12, as described in the Official Statement under “CONTINUING DISCLOSURE OF INFORMATION”. The Purchaser’s obligation to accept and pay for the Notes is conditioned upon delivery for the Purchaser or its agent of a certified copy of the Order containing the agreement described under such heading.

COMPLIANCE WITH PRIOR UNDERTAKINGS. . . During the last five years, the County has complied in all material respects with all of its continuing disclosure agreements pursuant to the Rule.

The Commissioners Court authorized the distribution of this Notice of Sale and Bidding Instructions, the Official Bid Form and Official Statement, and authorized the use thereof in its initial offering of the Notes.

/s/

County Judge
Grayson County, Texas

April 28, 2025

Form 1295 Identification Number: Notes Series 2025 Bid- Note Purchasing Services

OFFICIAL BID FORM

May 12, 2025

Commissioners Court:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated April 28, 2025 of \$4,860,000* GRAYSON COUNTY, TEXAS TAX NOTES, SERIES 2025 both of which constitute a part hereof.

For your legally issued Notes, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par plus a cash premium of \$_____ (not less than 102.85% of par and not more than 107.85% of par) for the Notes maturing and bearing interest as follows:

MATURITY SCHEDULE

(August 15) Maturity	Principal Amount at Maturity	Interest Rate
2026	\$ 680,000	
2027	755,000	
2028	795,000	
2029	835,000	
2030	875,000	
2031	920,000	

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

Total Interest Cost	\$ _____
Less Premium	\$ _____
Net Interest Cost	\$ _____
TRUE INTEREST COST RATE	_____ %

Check appropriate box and fill in the blank in Alternative 2 if it is chosen:

Alternative 1: ☐ All Serial Notes

Alternative 2: ☐ The Term Notes must consist of two or more consecutive annual principal amounts accumulated from 2026 through 2031 maturities from the maturity schedule shown above.

*Preliminary, subject to change.

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

Term Note Maturing <u>August 15</u>	Year of First Mandatory <u>Redemption</u>	Principal <u>Amount</u>	Interest <u>Rate</u>
		\$	
		\$	
		\$	
		\$	
		\$	

We are having the Notes of the following maturities _____ insured by _____ at a premium of \$ _____, **said premium to be paid by the Purchaser.** Any fees to be paid to the rating agencies as a result of said insurance **will be paid by the County.**

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

A bank cashier's check or certified check of the _____ Bank, _____ or a wire, in the amount of \$97,200, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

In accordance with Texas Government Code Section 2252.908 (the "Interested Party Disclosure Act"), the County may not award the Notes to a bidder unless the winning bidder either: (i) submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the County 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 County, 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 County at ethan.klos@arlingtontx.gov and County's Financial Advisor at dgordon@ehmuni.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 Purchaser (mark one): (i) Agrees to timely make a filing of a completed Disclosure Form with the County ☐ 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 County, this bid shall thereupon become a contract of purchase for the County under the terms contained in this Official Bid Form and in the Notice of Sale and Bidding Instructions. We hereby acknowledge that we have received and read the Notice of Sale and Bidding Instructions and Preliminary Official Statement referred to above.

The undersigned agrees to complete, execute and deliver to the County at least six days before the date of delivery of the Notes, a certificate relating to the "issue price" of the Notes in the form and to the effect attached to or accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the Bond Counsel for the Issuer. The undersigned also agrees to provide the County and its consultants, at least ten business days prior to the delivery of the Notes, a breakdown of its "underwriting spread" among the following categories: Takedown, Management Fee (if any), Legal Counsel Fee (if any) and Spread Expenses (if any).

We agree to accept delivery of the Notes utilizing the Book-Entry-Only System through DTC and make payment for the Initial Note in immediately available funds to the Bank of New York Mellon N.A., Dallas, Texas, not later than 10:00 AM CDT, on June 11, 2025, or thereafter on the date the Notes are tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions. It will be the obligation of the Purchaser of the Notes to complete the DTC Eligibility Questionnaire.

The undersigned agrees to complete, execute and deliver to the County, not later than 6 business days prior to delivery of the Notes, a certificate relating to the "issue price" of the Notes in the form and to the effect accompanying the Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to the County.

By executing this Bid Form, the bidder represents that, to the extent Section 2270.002 of the Texas Government Code is applicable to the sale of the Notes solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, neither the bidder nor any syndicate member listed on the Official Bid Form nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) boycotts Israel or (ii) will boycott Israel through the delivery date of the Notes. For purposes of this representation, the terms "boycotts Israel" and "boycott Israel" have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Additionally, by executing this Bid Form, the bidder also represents that, as of the date of this bid form, to the extent the bid for the Notes represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable Federal law, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

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

Respectfully submitted,

Syndicate Members

Name of the Initial Purchaser or Manager

Authorized Representative

Phone Number

Signature

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Grayson County, Texas, subject to and in accordance with the Notice of Sale and Bidding Instructions, this ____ day of _____, 2025.

County Judge
Grayson County, Texas

**GRAYSON COUNTY, TEXAS
TAX NOTES, SERIES 2025**

ISSUE PRICE CERTIFICATE

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

The undersigned, as the underwriter or the manager of the syndicate of Underwriters ("Purchaser"), with respect to the purchase at competitive sale of the Tax Notes, Series 2025, issued by the Grayson County, Texas ("Issuer") in the principal amount of \$_____ ("Notes"), hereby certifies and represents, based on its records and information, as follows:

(a) On the first day on which there was a binding contract in writing for the purchase of the Notes by the Purchaser, the Purchaser's reasonably expected initial offering prices of each maturity of the Notes with the same credit and payment terms (the "Expected Offering Prices") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Notes, as attached to this Certificate as Schedule A. The Expected Offering Prices are the prices for the Notes used by the Purchaser in formulating its bid to purchase the Notes.

(b) The Purchaser had an equal opportunity to bid to purchase the Notes and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

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

(d) The Purchaser has ☐/has not ☐ purchased bond insurance for the Notes. The bond insurance has been purchased from _____ (the "Insurer") for a fee of \$_____ (net any nonguarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer's commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arm's-length charge for the transfer of credit risk and it has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Notes. The present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Notes, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Notes in an amount which would exceed the portion of such fee that has not been earned.

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

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bickerstaff Heath Delgado Acosta LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

**GRAYSON COUNTY, TEXAS
TAX NOTES, SERIES 2025**

ISSUE PRICE CERTIFICATE

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

The undersigned, as the underwriter or the manager of the syndicate of Underwriters ("Purchaser"), with respect to the purchase at competitive sale of the Tax Notes, Series 2025 issued by the Grayson County, Texas ("Issuer") in the principal amount of \$_____ ("Notes"), hereby certifies and represents, based on its records and information, as follows:

(a) Other than the Notes maturing in _____ ("Hold-the-Price Maturities"), if any, the first prices at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Notes having the same credit and payment terms ("Maturity") was sold on the Sale Date to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter ("Public") are their respective initial offering prices (the "Initial Offering Prices"), as listed in the pricing wire or equivalent communication for the Notes that is attached to this Certificate as Schedule A.

(b) On or before the first day on which there is a binding contract in writing for the sale of the Notes ("Sale Date"), the Purchaser offered to the Public each Hold-the-Price Maturity at their respective Initial Offering Prices, as set forth in Schedule A hereto.

(c) As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Notes to the Public at no higher price than the Initial Offering Price for such Maturity.

(d) The Purchaser has []/has not [] purchased bond insurance for the Notes. The bond insurance has been purchased from _____ (the "Insurer") for a fee of \$_____ (net any nonguarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer's commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arm's-length charge for the transfer of credit risk and it has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Notes. The present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Notes, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Notes in an amount which would exceed the portion of such fee that has not been earned.

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

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bickerstaff Heath Delgado Acosta LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

SCHEDULE B
COPY OF PURCHASER'S BID
(Attached)