

**OFFICIAL NOTICE OF SALE**

**\$2,660,000**

**LIVE OAK CREEK MUNICIPAL UTILITY DISTRICT NO. 1 OF TARRANT COUNTY**

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

**UNLIMITED TAX ROAD BONDS**

**SERIES 2019**

BIDS TO BE SUBMITTED BY:  
10:30 A.M., CENTRAL TIME  
MONDAY, MARCH 18, 2019

BONDS TO BE AWARDED:  
12:00 P.M., CENTRAL TIME  
MONDAY, MARCH 18, 2019

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

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

UNLIMITED TAX ROAD BONDS

SERIES 2019

BONDS OFFERED FOR SALE AT COMPETITIVE BID: The Board of Directors (the "Board") of Live Oak Creek Municipal Utility District No. 1 of Tarrant County (the "District") is offering for sale at competitive bid \$2,660,000 Unlimited Tax Road Bonds, Series 2019 (the "Road Bonds").

METHODS FOR SUBMISSION OF BIDS AND BID FORMS: Bids for the Road Bonds may be submitted by any one the following methods:

1. Submit bids in writing as described below under "WRITTEN BIDDING PROCEDURE."
2. Submit bids electronically as described below under "ELECTRONIC BIDDING PROCEDURE."
3. Submit bids by telephone as described below under "TELEPHONIC BIDDING PROCEDURE."

All bids must be submitted by 10:30 A.M., Central Time, on Monday, March 18, 2019. Any prospective bidder must also submit, by 10:30 A.M., Central Time, on Monday, March 18, 2019, signed Official Bid Form(s) to the District's financial advisor, Robert W. Baird & Co. Incorporated (the "Financial Advisor"), as more fully described below. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened. The District will not accept bids by facsimile. See "CONDITIONS OF SALE - REQUIRED DISCLOSURE OF INTERESTED PARTIES" for additional requirements concerning submission of bids.

WRITTEN BIDDING PROCEDURE: A prospective bidder that intends to submit its bid in writing must do so in accordance with this paragraph. Two (2) sealed bids, which must be submitted on the Official Bid Form and plainly marked "Bid for Road Bonds," are to be addressed to "President and Board of Directors, Live Oak Creek Municipal Utility District No. 1 of Tarrant County." The two (2) sealed bids must be submitted on signed Official Bid Forms and delivered, by 10:30 A.M., Central Time, on Monday, March 18, 2019, to the office of the Financial Advisor, as follows: Robert W. Baird & Co. Incorporated, Attn: Jan Bartholomew, 1331 Lamar Street, Suite 1360, Houston, Texas, 77010. For purposes of the written bidding procedure, the time as maintained by PARITY (described below) shall constitute the official time.

ELECTRONIC BIDDING PROCEDURE: A prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. A prospective bidder that intends to submit an electronic bid must also submit, prior to 10:30 A.M., Central Time, on Monday, March 18, 2019, one (1) signed copy of the Official Bid Form that is signed but otherwise incomplete to the Financial Advisor by e-mail to the following address: jbartholomew@rwbaird.com. Subscription to i-Deal's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Electronic bids must be received via PARITY in the manner described below, until 10:30 A.M., Central Time, on Monday, March 18, 2019.

Electronic bids must be submitted via PARITY in accordance with this Official Notice of Sale, until 10:30 A.M., Central Time, but no bid will be received after the time for receiving bids specified above. An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Road Bonds on the terms provided in this Official Notice of Sale and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, (212) 849-5000.

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 net effective interest rate to the District, as described under “CONDITIONS OF SALE – BASIS OF AWARD” below. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form. See “CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES” for additional requirements concerning submission of bids.

**TELEPHONIC BIDDING PROCEDURE:** Any prospective bidder that intends to submit its bid by telephone must submit its bid in accordance with this section. Prior to 10:30 A.M., Central Time, on Monday, March 18, 2019, bidders must submit two (2) signed Official Bid Forms, executed by an authorized representative of the bidder, to Robert W. Baird & Co. Incorporated, Attn: Jan Bartholomew, 1331 Lamar Street, Suite 1360, Houston, Texas 77010. Bidders who have provided signed bid forms may thereafter submit bids by telephone on the date of sale by 10:30 A.M., Central Time. Inquiries with respect to this procedure may be directed to Jan Bartholomew of Robert W. Baird & Co. Incorporated at (713) 230-6121.

Jan Bartholomew of Robert W. Baird & Co. Incorporated will call telephone bidders who have submitted signed Official Bid Forms prior to the date of the sale. Contact Jan Bartholomew of Robert W. Baird & Co. Incorporated, on the day of the sale to obtain the phone number.

**LATE BIDS AND IRREGULARITIES:** Robert W. Baird & Co. Incorporated is not authorized and will not be responsible for the submission of any bids made after the time prescribed, nor does the District or Robert W. Baird & Co. Incorporated assume any responsibility or liability with respect to any irregularities associated with the submission, delivery, or electronic transmission of any bid. **The District and the Board reserve the right to reject any and all bids and to waive any irregularities, except time of filing.**

**AWARD AND SALE OF THE ROAD BONDS:** The District will take action to adopt an order authorizing the issuance and awarding sale of the Road Bonds (the “Road Bond Order”) or will reject all bids promptly after the opening of bids at 12:00 P.M., Central Time, on Monday, March 18, 2019. The Board reserves the right to reject any or all bids and to waive any irregularities, except time of filing. Please note that all bids must comply with the requirement listed in “CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES.”

#### THE ROAD BONDS

**DESCRIPTION OF CERTAIN TERMS OF THE ROAD BONDS:** The Road Bonds will be dated and accrue interest from March 1, 2019, with interest payable on September 1, 2019, and on each March 1 and September 1 thereafter (each an “Interest Payment Date”) until the earlier of maturity or prior redemption. The Road Bonds will be issued only in fully registered form. Principal is payable to the registered owner(s) of the Road Bonds (the “Bondholder(s)”) upon presentation and surrender at the principal corporate trust office of the paying agent/registrar, initially, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, (the “Paying Agent/Registrar”). Interest on the Road Bonds will be payable by check of the Paying Agent/Registrar, dated as of the Interest Payment Date, and mailed by the Paying Agent/Registrar to the Bondholders, as shown on the records of the Paying Agent/Registrar at the close of business on the 15<sup>th</sup> day of the calendar month next preceding each Interest Payment Date (the “Record Date”). The Road Bonds will be registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Road Bonds. Beneficial owners of the Road Bonds will not receive physical certificates representing the Road Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Road Bonds, the principal of and interest on the Road Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Road Bonds as described herein. See “THE BONDS – Book-Entry-Only System” in the Preliminary Official Statement. The Road Bonds will mature serially on September 1 in each of the following years in the following amounts:

Maturity (September 1)	Principal Amount	Maturity (September 1)	Principal Amount
2020	\$ 65,000	2032	\$ 110,000
2021	70,000	2033	115,000
2022	70,000	2034	120,000
2023	75,000	2035	125,000
2024	75,000	2036	130,000
2025	80,000	2037	135,000
2026	85,000	2038	140,000
2027	90,000	2039	145,000
2028	90,000	2040	150,000
2029	95,000	2041	155,000
2030	100,000	2042	165,000
2031	105,000	2043	170,000

**SERIAL BONDS AND TERM BONDS:** Bidders may provide that all the Road Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts may be combined into one or more term bonds.

**REDEMPTION PROVISIONS:** The Road Bonds maturing on and after September 1, 2025, are subject to redemption and payment, at the option of the District, in whole or, from time to time, in part, on September 1, 2024, or on any date thereafter, at a price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption. If less than all the Road Bonds are redeemed at any time, the District shall determine the maturity or maturities and the amounts thereof to be redeemed, in integral multiples of \$5,000 in principal amount, and if less than all of the Road Bonds within a maturity are to be redeemed, the Paying Agent/Registrar shall select by lot or other customary method of random selection the Road Bonds within such maturity to be redeemed. The holder of any Road Bond, all or a portion of which has been called for redemption, will be required to present such Bond to the Paying Agent/Registrar for payment of the redemption price on the portion of such Road Bond called for redemption and for the issuance of an exchange Road Bond in a principal amount equal to the portion of the Road Bond not so redeemed.

**SECURITY FOR PAYMENT:** The Road Bonds, when issued, will constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of a continuing, direct annual ad valorem tax, without legal limitation as to rate or amount, levied against taxable property within the District.

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

**USE OF ROAD BOND PROCEEDS:** A portion of the proceeds of the Road Bonds will be used to reimburse the Developer (as defined in the Preliminary Official Statement) for the improvements and related engineering and land costs shown under "THE BONDS – Estimated Use and Distribution of Road Bond Proceeds" in the Preliminary Official Statement. Additionally, a portion of the proceeds from the Road Bonds will be used to pay six (6) months of capitalized interest and certain costs associated with the issuance of the Road Bonds.

**MUNICIPAL BOND INSURANCE AND RATINGS:** An application has been made for a commitment to issue a policy of municipal bond guaranty insurance on the Bonds. The purchase of such insurance, if available, and payment of all associated costs, including the premium charged by the insurer, and fees charged by any rating company, if applicable, will be at the option and expense of the Initial Purchaser. The Initial Purchaser understands, by submission of its bid, that the Initial Purchaser is solely responsible for the selection of any insurer and for all negotiations with (i) the insurer as to the premium to be paid, and (ii) the insurer and any and all rating companies as to selection of such rating companies, the ratings to be assigned the Bonds as a consequence of the issuance of the municipal bond guaranty insurance policy, and the payment of fees in connection with such ratings. The District has not made an application for a municipal bond rating on the Bonds. Furthermore, it is not expected that the District would have been successful in receiving an investment grade rating on the Bonds.

#### CONDITIONS OF SALE

**TYPES OF BIDS AND INTEREST RATES:** The Road Bonds will be sold in one block on an "all or none" basis at a price of not less than 97% of the principal amount thereof, plus accrued interest from the date of the Road Bonds to the date of delivery. Bidders are to name the rates of interest to be borne by the Road Bonds, provided that each interest rate bid must be a multiple of 1/8th or 1/20th of 1%. All Road Bonds maturing within a single year must bear the same rate of interest. The net effective interest rate on the Road Bonds may not exceed 6.23%, as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended. No limitation will be imposed upon bidders as to the number of rates which may be used, but the highest rate bid may not exceed the lowest rate bid by more than 2-1/2% in interest rate. Each bid shall indicate the total and net interest costs in dollars and the net effective interest rate determined therefrom, which shall be considered informative only and not as a part of the bid. No bid generating a cash premium greater than \$5,000 will be accepted.

**BASIS OF AWARD:** For the purpose of awarding sale of the Road Bonds, the interest cost of each bid will be computed by determining, at the rates specified therein, the total dollar value of all interest on the Road Bonds from the date thereof to their respective maturities and adding thereto the discount bid, if any. Subject to the District's right to reject any or all bids, sale of the Road Bonds will be awarded to the bidder (the "Initial Purchaser") whose bid, under the above computation, produces the lowest net interest cost to the District. The Board reserves the right to reject any or all bids. In the event of mathematical discrepancies between the interest rate(s) bid and the interest cost determined therefrom, as both appear on the Official Bid Form, the bid will be governed solely by the interest rate(s) bid.

**GOOD FAITH DEPOSIT:** Each bid must be accompanied by a bank cashier's check payable to the order of "Live Oak Creek Municipal Utility District No. 1 of Tarrant County" in the amount of \$53,200 which is 2% of the par value of the Road Bonds (the "Good Faith Deposit"). "Official Checks" will not be accepted. The check of the Initial Purchaser will be considered as the Good Faith Deposit and will be retained uncashed by the District pending the Initial Purchaser's compliance with the terms of the bid. In the event the Initial Purchaser should fail or refuse to take up and pay for the Road Bonds in accordance with such terms, then the Good Faith Deposit will be cashed and the proceeds accepted by the

District as full and complete liquidated damages. The Good Faith Deposit may accompany the bid or it may be submitted separately; if submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn which authorize its use as the Good Faith Deposit of bidders named in such instructions. THE GOOD FAITH DEPOSIT OF THE INITIAL PURCHASER WILL BE RETURNED TO THE INITIAL PURCHASER UNCASHED ON THE DATE OF DELIVERY OF THE ROAD BONDS. No interest will be credited on the Good Faith Deposit. The checks accompanying all other bids will be returned immediately after the bids are opened and the award of the sale of the Road Bonds has been made.

COMPETITIVE BIDDING AND CERTIFICATE OF INITIAL PURCHASER: In the event that the District does not receive sufficient qualified bids to satisfy the competitive sale requirements of Treasury Regulation § 1.148-1(f)(3)(i), allowing the District to treat the reasonably expected Initial Offering Price (as defined herein) to the public as of the sale date as the issue price of the Road Bonds, the “hold-the-offering-price rule” shall apply, which will allow the District to treat the Initial Offering Price to the public of each maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule applies to any maturity of the Road Bonds, the Initial Purchaser will neither offer nor sell that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the date on which the Initial Purchaser has sold at least 10 percent of that maturity of the Road Bonds to the public at a price that is no higher than the Initial Offering Price to the public or (b) the close of the fifth business day after the sale date.

The Initial Purchaser agrees to promptly report to the District’s financial advisor when it has sold 10 percent of a maturity of the Road Bonds to the public at a price that is no higher than the Initial Offering Price to the public if that occurs prior to the close of the fifth business day after the sale date. Alternative Certificates of Initial Purchaser are attached for use (I) when the competitive sale requirements of Treasury Regulation § 1.148-1(f)(3)(i) are met and (II) when such requirements are not met.

REQUIRED DISCLOSURE OF INTERESTED PARTIES: Bidders, including any syndicate member listed on the Official Bid Form, who are not publicly traded business entities, or wholly owned subsidiaries of a publicly traded business entity, must submit to the District a completed and signed Texas Ethics Commission Form 1295 (“TEC Form 1295”) in accordance with Texas Government Code Section § 2252.908. If required, the TEC Form 1295 may accompany the Official Bid Form or may be submitted separately, but must be provided to the District prior to the time prescribed for the award of the Road Bonds. If required the TEC Form 1295 may be provided to the District via facsimile or electronically; however, the original signed TEC Form 1295, including certificate number, must be physically delivered to the District within two business days of the award. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein, if applicable, or to waive any such requirements. For purposes of completing the TEC Form 1295, box two is “Live Oak Creek Municipal Utility District No. 1 of Tarrant County” and box 3 is “LOC MUD 1 – S2019R – B.” Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, any entity who is not a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL AND CERTAIN COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS: The District will not award the Road Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, to the extent the bid for the Road Bonds represents a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of Chapter 2270 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid and through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended. Additionally, the District will not award the Road Bonds to a bidder unless the bidder certifies that, to the extent the bid for the Road Bonds 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, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” as used in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

## OFFICIAL STATEMENT

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

**FINAL OFFICIAL STATEMENT:** The District has approved and authorized distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Road Bonds, but does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the Preliminary Official Statement to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Initial Purchaser and other similar information, terms and provisions to be specified in the competitive bidding process. The Initial Purchaser shall be responsible for promptly informing the District of the initial offering yields of the Road Bonds. Thereafter, the District will complete and authorize distribution of the Official Statement identifying the Initial Purchaser and containing such omitted information. The District 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 Initial Purchaser on or after the sale date, the District intends the same to be final as of such date, within the meaning of the Rule. Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the Official Statement which are being or which will be made by the District are those described and contained in the Official Statement under the caption "OFFICIAL STATEMENT – Certification as to Official Statement."

**CHANGES TO OFFICIAL STATEMENT:** If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Road Bonds, as described below under "DELIVERY AND ACCOMPANYING DOCUMENTS – CONDITIONS TO DELIVERY," the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to do so will terminate when the District delivers the Road Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Road Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Road Bonds) until all of the Road Bonds have been sold to ultimate customers.

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

### DELIVERY AND ACCOMPANYING DOCUMENTS

**DELIVERY OF INITIAL BONDS:** Initial delivery of the Road Bonds ("Initial Delivery") will be as set forth below. Unless otherwise agreed with the Initial Purchaser, delivery will be at the corporate trust office of the Paying Agent/Registrar in Houston, Texas. Payment for the Road Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. If, at the time of closing, the Initial Purchaser has provided the Paying Agent/Registrar five (5) business days' written notice of its registration instructions, the Initial Purchaser shall not be required to pay for the initial Road Bonds until the Paying Agent/Registrar is able to deliver to the Initial Purchaser definitive, registered Road Bonds conforming to such registration instructions. The Initial Purchaser will be given six (6) business days' notice of the time fixed for delivery of the Road Bonds.

It is anticipated that Initial Delivery can be made on or about March 29, 2019, and subject to the aforesaid notice, it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the initial Road Bonds by 10:00 a.m., Central Time, on March 29, 2019, or thereafter on the date the initial Road Bonds are tendered for delivery, up to and including April 29, 2019. If for any reason the District is unable to make delivery on or before April 29, 2019, then the District immediately shall contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty (30) days. If the Initial Purchaser does not elect to extend its offer within six (6) days thereafter, then the Good Faith Deposit will be returned, and both the District and the Initial Purchaser shall be relieved of any further obligation.

**EXCHANGE ON DELIVERY DATE:** Upon written request of the Initial Purchaser, delivered to the Paying Agent/Registrar not less than five (5) business days prior to the date fixed for delivery, the Paying Agent/Registrar will, on the delivery date, exchange the Road Bonds to be delivered by the District for Road Bonds registered in accordance with instructions contained in such request, in integral multiples of \$5,000, maturing as set out in this Official Notice of Sale and bearing interest in accordance with the terms of the Initial Purchaser's bid.

**CUSIP NUMBERS:** It is anticipated that CUSIP identification numbers will be printed on the Road Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Road Bonds in accordance with the terms of this Official Notice of Sale. All expenses relating to the printing of CUSIP numbers on the Road Bonds shall be paid for by the District; however, payment of the CUSIP Global Services charge for the assignment of the numbers shall be the responsibility of the Initial Purchaser.

**CONDITIONS TO DELIVERY:** The obligation to take up and pay for the Road Bonds is subject to the following conditions: the issuance of an approving opinion of the Attorney General of Texas, the Initial Purchaser's receipt of the initial Road Bonds (or definitive Road Bonds if the Initial Purchaser has provided the Paying Agent/Registrar with registration instructions as provided above), the Initial Purchaser's receipt of the legal opinion of Coats Rose, P.C., Houston, Texas, Bond Counsel, and the no-litigation certificate, and the non-occurrence of the events described below under "NO MATERIAL ADVERSE CHANGE," all as described below. Further, the Initial Purchaser is not obligated to take up and pay for the Road Bonds at Initial Delivery if at any time after the award of the Road Bonds and at or prior to Initial Delivery, the Congress of the United States shall have declared war or a national emergency. In addition, if the District fails to comply with its obligations described under "OFFICIAL STATEMENT" above, the Initial Purchaser may terminate its contract to purchase the Road Bonds by delivering written notice to the District within five (5) days thereafter.

**INITIAL PURCHASER'S CERTIFICATION OF ISSUE PRICE:** In order to provide the District with information required to enable it to comply with certain conditions of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the exclusion of interest on the Road Bonds from gross income for federal income tax purposes, and subject to the section entitled "CONDITIONS OF SALE - COMPETITIVE BIDDING AND CERTIFICATE OF INITIAL PURCHASER" herein, the Initial Purchaser will be required to complete, execute and deliver to the District (on or before the date of delivery of the Road Bonds) a certification regarding the "issue price" of the Road Bonds substantially in one of the forms accompanying this Official Notice of Sale. In the event the Initial Purchaser will not reoffer the Road Bonds for sale or is unable to sell a substantial amount of the Road Bonds of any maturity by the date of delivery, such certificate may be modified in a manner acceptable to the District. Each bidder, by submitting its bid, agrees to complete, execute, and deliver such a certificate by the date of delivery of the Road Bonds, if its bid is accepted by the District. It will be the responsibility of the Initial 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. See "TAX MATTERS" in the Preliminary Official Statement. Such opinions express no opinion with respect to the sufficiency of the security or marketability of the Road Bonds.

**LEGAL OPINIONS:** The District will furnish to the Initial Purchaser a transcript of certain certified proceedings incident to the issuance and authorization of the Road Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General of Texas has examined a transcript of proceedings authorizing the issuance of the Road Bonds, and that based upon such examination, the Road Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount upon all taxable property in the District. The District will also furnish the approving legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Road Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the registered owners of the Road Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The legal opinion of Bond Counsel will further state that the Road Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes without legal limitation as to rate or amount, upon all taxable property within the District, and that the interest on the Road Bonds is excludable from gross income for federal income tax purposes under existing law and interest on the Road Bonds is not subject to the alternative minimum tax on individuals. See "LEGAL MATTERS" in the Preliminary Official Statement. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Road Bonds.

**DTC DEFINITIVE BONDS:** After delivery, the Road Bonds will be issued in book-entry-only form. Cede & Co. is the nominee for DTC. All references herein to the registered owners of the Road Bonds shall mean Cede & Co. and not the beneficial owners of the Road Bonds. Purchase of beneficial interests in the Road Bonds will be made in book-entry-only form (without registered Road Bonds) in the denomination of \$5,000 principal amount or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Road Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for

one or more fully registered Road Bonds of like principal amount for the Road Bonds. See “THE BONDS – Book-Entry-Only System” in the Preliminary Official Statement.

**QUALIFIED TAX-EXEMPT OBLIGATIONS:** The Code requires a pro rata reduction in the interest expense deduction of a financial institution to reflect such financial institution’s investment in tax-exempt obligations acquired after August 7, 1986. An exception to the foregoing provision is provided in the Code for “qualified tax-exempt obligations,” which include tax-exempt obligations, such as the Road Bonds, (a) designated by the issuer as “qualified tax-exempt obligations” and (b) issued by or on behalf of a political subdivision for which the aggregate amount of tax-exempt obligations (not including private activity bonds other than qualified 501(c)(3) bonds) to be issued during the calendar year is not expected to exceed \$10,000,000.

The District has designated the Road Bonds as “qualified tax-exempt obligations” and will represent that the aggregate amount of tax-exempt bonds (including the Road Bonds) issued by the District and entities aggregated with the District under the Code during calendar year 2019 is not expected to exceed \$10,000,000 and that the District and entities aggregated with the District under the Code have not designated more than \$10,000,000 in “qualified tax-exempt obligations” (including the Road Bonds) during calendar year 2019.

Notwithstanding these exceptions, financial institutions acquiring the Road Bonds will be subject to a 20% disallowance of allocable interest expense.

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

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

#### GENERAL CONSIDERATIONS

**RISK FACTORS:** The Road Bonds are subject to risk factors as set forth in this Preliminary Official Statement. Prospective purchasers should review the entire Preliminary Official Statement before making an investment decision. See “RISK FACTORS” in the Preliminary Official Statement.

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

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

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

By submission of a bid, the Initial Purchaser represents that the sale of the Road Bonds in states other than Texas will be made only pursuant to exemptions from registration or qualification or, where necessary, the Initial Purchaser will register or qualify the Road Bonds in accordance with the securities laws or regulations of any jurisdiction which so requires. The District agrees to cooperate, at the Initial Purchaser’s written request and expense, in registering or qualifying the Road Bonds, or in obtaining an exemption from registration or qualification, in any jurisdiction where such action is necessary.

**CONTINUING DISCLOSURE AGREEMENT:** The District will agree in the Road Bond Order to provide certain periodic information and notices of material events in accordance with the Rule, as described in the Preliminary Official Statement under “CONTINUING DISCLOSURE OF INFORMATION.” The Initial Purchaser’s obligation to accept and pay for the Road

Bonds is conditioned upon delivery to the Initial Purchaser or its agent of a certified copy of the Road Bond Order containing the agreement described under such heading.

ADDITIONAL COPIES: Additional copies of this Official Notice of Sale, the Official Bid Form, and the Preliminary Official Statement may be obtained from Robert W. Baird & Co. Incorporated, 1331 Lamar Street, Suite 1360, Houston, Texas 77010.

/s/ Matt Rutherford  
President, Board of Directors  
Live Oak Creek Municipal Utility District No. 1 of Tarrant County

January 16, 2019

**CERTIFICATE OF INITIAL PURCHASER – FEDERAL TAX COMPETITIVE BIDDING REQUIREMENTS MET**

The undersigned hereby certifies as follows with respect to the sale of \$2,660,000 Live Oak Creek Municipal Utility District No. 1 of Tarrant County Unlimited Tax Road Bonds, Series 2019 (the "Road Bonds").

1. The undersigned is the initial purchaser or the manager of the syndicate of initial purchasers ("Initial Purchaser") which has purchased the Road Bonds from Live Oak Creek Municipal Utility District No. 1 of Tarrant County (the "District"), at competitive sale.
2. The Initial Purchaser was not given the opportunity to review other bids prior to submitting its bid, and the bid submitted by the Initial Purchaser constituted a firm bid to purchase the Road Bonds.
3. As of the Sale Date (defined below), the reasonably expected initial offering prices of the Road Bonds to the public by the Initial Purchaser (expressed as a percentage of principal amount and exclusive of accrued interest) is as set forth below.

<u>Maturity (September 1)</u>	<u>Principal Amount at Maturity</u>	<u>Price/Yield</u>	<u>Maturity (September 1)</u>	<u>Principal Amount at Maturity</u>	<u>Price/Yield</u>
2020	\$ 65,000	_____%	2032	\$ 110,000	_____%
2021	70,000	_____%	2033	115,000	_____%
2022	70,000	_____%	2034	120,000	_____%
2023	75,000	_____%	2035	125,000	_____%
2024	75,000	_____%	2036	130,000	_____%
2025	80,000	_____%	2037	135,000	_____%
2026	85,000	_____%	2038	140,000	_____%
2027	90,000	_____%	2039	145,000	_____%
2028	90,000	_____%	2040	150,000	_____%
2029	95,000	_____%	2041	155,000	_____%
2030	100,000	_____%	2042	165,000	_____%
2031	105,000	_____%	2043	170,000	_____%

4. The Initial Purchaser [has] [has not] purchased bond insurance for the Road Bonds. The bond insurance, has been purchased from \_\_\_\_\_ (the "Insurer") for a fee of \$\_\_\_\_\_ (net of any non-guarantee 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. 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 Road Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Road Bonds in an amount which would exceed the portion of such fee that had not been earned.

5. The term "public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party (as defined in Treasury Regulation §1.150-1(b)) to an underwriter.

6. The term "Sale Date" means the first date on which there is a binding contract in writing for the sale of the Road Bonds. The Sale Date of the Road Bonds is March 18, 2019.

7. The undersigned understands that the statements made herein will be relied upon by the District and Coats Rose, P.C., in complying with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Road Bonds from the gross income of their owners for federal income tax purposes.

EXECUTED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Name of Initial Purchaser or Manager)

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

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

**CERTIFICATE OF INITIAL PURCHASER – FEDERAL TAX COMPETITIVE BIDDING REQUIREMENTS NOT MET**

The undersigned hereby certifies as follows with respect to the sale of \$2,660,000 Live Oak Creek Municipal Utility District No. 1 of Tarrant County Unlimited Tax Road Bonds, Series 2019 (the "Road Bonds").

1. The undersigned is the initial purchaser or the manager of the syndicate of initial purchasers ("Initial Purchaser") which has purchased the Road Bonds from Live Oak Creek Municipal Utility District No. 1 of Tarrant County (the "District"), at competitive sale.

2. As of the date of this certificate, for each of the following maturities (the "Sold Maturities"), the first price at which a substantial amount (at least ten percent) of such maturity was sold to the public (expressed as a percentage of principal amount and exclusive of accrued interest) is set forth below:

<u>Maturity (September 1)</u>	<u>Principal Amount at Maturity</u>	<u>Price/Yield</u>	<u>Maturity (September 1)</u>	<u>Principal Amount at Maturity</u>	<u>Price/Yield</u>
2020	\$ 65,000	____%	2032	\$ 110,000	____%
2021	70,000	____%	2033	115,000	____%
2022	70,000	____%	2034	120,000	____%
2023	75,000	____%	2035	125,000	____%
2024	75,000	____%	2036	130,000	____%
2025	80,000	____%	2037	135,000	____%
2026	85,000	____%	2038	140,000	____%
2027	90,000	____%	2039	145,000	____%
2028	90,000	____%	2040	150,000	____%
2029	95,000	____%	2041	155,000	____%
2030	100,000	____%	2042	165,000	____%
2031	105,000	____%	2043	170,000	____%

3. As of the Sale Date (defined below), each of the following maturities (the "Unsold Maturities") was offered to the public for purchase at the price (expressed as a percentage of principal amount and exclusive of accrued interest) set forth below (the "Initial Offering Price"):

<u>Maturity (September 1)</u>	<u>Principal Amount at Maturity</u>	<u>Price/Yield</u>	<u>Maturity (September 1)</u>	<u>Principal Amount at Maturity</u>	<u>Price/Yield</u>
2020	\$ 65,000	____%	2032	\$ 110,000	____%
2021	70,000	____%	2033	115,000	____%
2022	70,000	____%	2034	120,000	____%
2023	75,000	____%	2035	125,000	____%
2024	75,000	____%	2036	130,000	____%
2025	80,000	____%	2037	135,000	____%
2026	85,000	____%	2038	140,000	____%
2027	90,000	____%	2039	145,000	____%
2028	90,000	____%	2040	150,000	____%
2029	95,000	____%	2041	155,000	____%
2030	100,000	____%	2042	165,000	____%
2031	105,000	____%	2043	170,000	____%

4. The Initial Purchaser [has] [has not] purchased bond insurance for the Road Bonds. The bond insurance, has been purchased from \_\_\_\_\_ (the "Insurer") for a fee of \$\_\_\_\_\_ (net of any non-guarantee 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. 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 Road Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Road Bonds in an amount which would exceed the portion of such fee that had not been earned.

5. As set forth in the Official Notice of Sale, the Initial Purchaser has agreed in writing that, for each of the Unsold Maturities, the Initial Purchaser would neither offer nor sell any of the Road Bonds of such maturity to any person

at a price that is higher than the Initial Offering Price for each maturity, as set forth in the pricing wire or equivalent communication for the Road Bonds attached to this certificate, during the Offering Period (defined below) for such maturity, nor would the Initial Purchaser permit a related party to do so. Pursuant to such agreement, the Initial Purchaser has neither offered nor sold any of the Unsold Maturities at a price higher than the respective Initial Offering Price for that maturity of the Road Bonds during the Offering Period.

6. The term "public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party (as defined in Treasury Regulation §1.150-1(b)) to an underwriter.

7. The term "Sale Date" means the first date on which there is a binding contract in writing for the sale of the Road Bonds. The Sale Date of the Road Bonds is March 18, 2019.

8. The term "Offering Period" means, with respect to an Unsold Maturity, the period beginning on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date or (b) the date on which the Initial Purchaser has sold at least 10 percent of such Unsold Maturity to the public at a price that is no higher than the Initial Offering Price for such Unsold Maturity.

9. The undersigned understands that the statements made herein will be relied upon by the District and Coats Rose, P.C., in complying with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Road Bonds from the gross income of their owners for federal income tax purposes.

EXECUTED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Name of Initial Purchaser or Manager)

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

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

**OFFICIAL BID FORM**

March 18, 2019

President and Board of Directors  
 Live Oak Creek Municipal Utility District No. 1 of Tarrant County  
 c/o Coats Rose, P.C.  
 14755 Preston Road, Suite 600  
 Dallas, Texas 75254

Board Members:

We have read in detail the Official Notice of Sale and Preliminary Official Statement, which are hereby made a part hereof, of Live Oak Creek Municipal Utility District No. 1 of Tarrant County (the "District") relating to its \$2,660,000 Unlimited Tax Road Bonds, Series 2019 (the "Road Bonds"). We realize that the Road Bonds involve certain investment risks and that the ability of the District to service the Road Bonds depends, in part, on the risk factors set forth in the Preliminary Official Statement dated January 16, 2019. We have made such inspections and investigations as we deem necessary relating to the investment quality of the Road Bonds. Accordingly, we offer to purchase the Road Bonds for a cash price of \$ \_\_\_\_\_ (which represents \_\_\_\_\_% of the principal amount thereof), plus accrued interest to the date of delivery of the Road Bonds to us, provided such Road Bonds bear interest at the following rates:

<u>Maturity (September 1)</u>	<u>Principal Amount at Maturity</u>	<u>Interest Rate</u>	<u>Maturity (September 1)</u>	<u>Principal Amount at Maturity</u>	<u>Interest Rate</u>
2020	\$ 65,000	_____%	2032 (a)	\$ 110,000	_____%
2021	70,000	_____%	2033 (a)	115,000	_____%
2022	70,000	_____%	2034 (a)	120,000	_____%
2023	75,000	_____%	2035 (a)	125,000	_____%
2024	75,000	_____%	2036 (a)	130,000	_____%
2025 (a)	80,000	_____%	2037 (a)	135,000	_____%
2026 (a)	85,000	_____%	2038 (a)	140,000	_____%
2027 (a)	90,000	_____%	2039 (a)	145,000	_____%
2028 (a)	90,000	_____%	2040 (a)	150,000	_____%
2029 (a)	95,000	_____%	2041 (a)	155,000	_____%
2030 (a)	100,000	_____%	2042 (a)	165,000	_____%
2031 (a)	105,000	_____%	2043 (a)	170,000	_____%

(a) The District reserves the right to redeem prior to maturity those Road Bonds maturing on and after September 1, 2025, in whole or from time to time, in part on September 1, 2024, or on any date thereafter at a price of par plus accrued interest from the most recent interest payment date to the date fixed for redemption.

We hereby designate the following as term bonds ("Term Bonds") with mandatory sinking redemptions.

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

As part of our bid, we [agree] [disagree] to pay the premium in the amount of \$ \_\_\_\_\_ for the municipal bond guaranty insurance issued by \_\_\_\_\_ and the rating agency fee(s) of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the insured rating(s) associated with such municipal bond guaranty insurance.

Our calculation (which is part of this bid) of the interest cost from above is:

Total Interest Cost from March 1, 2019.....	\$	_____
Plus: Dollar Amount of Discount <u>OR</u> Less: Dollar Amount of Premium .....	\$	_____
NET INTEREST COST .....	\$	_____
NET EFFECTIVE INTEREST RATE.....		_____ %

The initial Road Bonds shall be registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York. We will require \_\_\_ copies of the final Official Statement for dissemination to potential purchasers of the Road Bonds (not to exceed 250 copies). By our submission of this bid, we agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Sale, and to undertake the obligations of the Initial Purchaser described therein, as contemplated by Rule 15c2-12 of the United States Securities and Exchange Commission.

Cashier's Check ("Official Checks" are not acceptable) No. \_\_\_\_\_, issued by \_\_\_\_\_, and payable to your order in the amount of \$53,200 (is attached hereto) (has been made available to you prior to the opening of this bid) as a Good Faith Deposit for disposition in accordance with the terms and conditions set forth in the Official Notice of Sale. Should we fail or refuse to make payment for the Road Bonds in accordance with the terms and conditions stated in the Official Notice of Sale, this check shall be cashed and the proceeds retained as complete liquidated damages against us. The Good Faith Deposit will be returned to the Initial Purchaser uncashed on the date of delivery of the Road Bonds.

By executing this Official Bid Form, the bidder hereby represents and certifies that the bidder [is] [is not] a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity for purposes of Texas Government Code §2252.908. The District may not accept this bid until it has received from the bidder, if that bidder is a privately held entity, a completed and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC as provided for in the Official Notice of Sale will result in a non-conforming bid and will prohibit the District from considering this bid for acceptance.

We agree to accept delivery of and make payment for the Road Bonds in immediately available funds at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 A.M., Central Time, on March 29, 2019, or thereafter on the date the Road Bonds are tendered for delivery pursuant to the terms set forth in the Official Notice of Sale.

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

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

By executing this Official Bid Form, the bidder represents and verifies that, to the extent this bid for the Road Bonds represents a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of Chapter 2270 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid and through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Additionally, by executing this Official Bid Form, the bidder also represents and certifies that, to the extent this bid for the Road Bonds 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, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Respectfully submitted,

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

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

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

Firm: \_\_\_\_\_

**ACCEPTANCE CLAUSE**

The above and foregoing bid is hereby in all things accepted by Live Oak Creek Municipal Utility District No. 1 of Tarrant County on this 18<sup>th</sup> day of March, 2019.

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
President, Board of Directors

Return of \$53,200 Good Faith Deposit is hereby acknowledged:

Firm: \_\_\_\_\_

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

Date: \_\_\_\_\_

(For your information you will find attached a list of the group of underwriters associated with us in this proposal.)

**\$2,660,000**

**LIVE OAK CREEK MUNICIPAL UTILITY DISTRICT NO. 1 OF TARRANT COUNTY**

**UNLIMITED TAX ROAD BONDS**

**SERIES 2019**

**BOND YEARS**

Interest accrues from: March 1, 2019

Due: September 1 as shown below

<u>Year</u>	<u>Amount</u>	<u>Bond Years</u>	<u>Accumulated Bond Years</u>
2020	\$ 65,000	97.5000	97.5000
2021	70,000	175.0000	272.5000
2022	70,000	245.0000	517.5000
2023	75,000	337.5000	855.0000
2024	75,000	412.5000	1,267.5000
2025	80,000	520.0000	1,787.5000
2026	85,000	637.5000	2,425.0000
2027	90,000	765.0000	3,190.0000
2028	90,000	855.0000	4,045.0000
2029	95,000	997.5000	5,042.5000
2030	100,000	1,150.0000	6,192.5000
2031	105,000	1,312.5000	7,505.0000
2032	110,000	1,485.0000	8,990.0000
2033	115,000	1,667.5000	10,657.5000
2034	120,000	1,860.0000	12,517.5000
2035	125,000	2,062.5000	14,580.0000
2036	130,000	2,275.0000	16,855.0000
2037	135,000	2,497.5000	19,352.5000
2038	140,000	2,730.0000	22,082.5000
2039	145,000	2,972.5000	25,055.0000
2040	150,000	3,225.0000	28,280.0000
2041	155,000	3,487.5000	31,767.5000
2042	165,000	3,877.5000	35,645.0000
2043	170,000	4,165.0000	39,810.0000

Total Bond Years: 39,810.0000

Average Maturity: 14.9662