

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

## OFFICIAL NOTICE OF SALE

**\$3,250,000\***

**BURKBURNETT INDEPENDENT SCHOOL DISTRICT**  
**(A political subdivision of the State of Texas located in Wichita and Clay Counties, Texas)**  
**MAINTENANCE TAX NOTES, SERIES 2022**

**Bids Due Thursday, January 20, 2022, at 11:00 A.M., Central Time**

THE NOTES WILL BE DESIGNATED AS “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS.

### THE SALE

**NOTES OFFERED FOR SALE AT COMPETITIVE BID:** The Burkburnett Independent School District (the “District”) is offering for sale at competitive bid its \$3,250,000\* Maintenance Tax Notes, Series 2022 (the “Notes”).

**ELECTRONIC BIDDING PROCEDURES:** Interested bidders may, at their option and risk, submit their bid by electronic media, as described below, by 11:00 A.M., Central time, on Thursday, January 20, 2022. Bidders submitting a bid by electronic media shall not be required to submit a signed Official Bid Form prior to the award. Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of the Ipreo, LLC Parity System (“PARITY”) and should, as a courtesy, register with PARITY by 9:00 A.M., Central time, on Thursday, January 20, 2022, indicating their intent to submit a bid via PARITY.

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 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, PARITY, the use of such facilities being the sole risk of the prospective bidder.

In the event of a malfunction in the electronic bidding process, bidders may submit their bids by email to [alison.long@bokf.com](mailto:alison.long@bokf.com). If there is a malfunction of the electronic bidding process and a bidder submits a bid via email, please call (214) 576-0881 to notify the Financial Advisor of the incoming bid. Any bid received after the scheduled time for their receipt will not be accepted.

**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 may be obtained from Parity Customer Support, 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.**

For purposes of the electronic bidding process, the time as maintained by PARITY shall constitute the official time. **For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the District, as described under “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. The winning bidder shall submit a signed bid form if not previously submitted.**

**BOK Financial Securities, Inc. will not be responsible for the submission of any bids received after the above deadline.**

**The District and BOK Financial Securities, Inc. assume no responsibility or liability with respect to any irregularities associated with the submission of any bids.**

**PLACE AND TIME OF BID OPENING:** The bids for the Notes will be publicly opened and read at the offices of the Financial Advisor, BOK Financial Securities, Inc., 333 West Campbell Road, 4<sup>th</sup> Floor, Richardson, Texas 75080, at 11:00 A.M., Central time, Thursday, January 20, 2022.

**AWARD OF THE NOTES:** The Board of Trustees (the “Board”) of the District will take action to award the Notes (or reject all bids) at its meeting scheduled to convene at 6:30 P.M., Central time, on Thursday, January 20, 2022. The District intends to award the Notes on the basis of the **lowest True Interest Cost rate** (hereinafter defined) to the District. Delivery of the Notes is conditioned on the receipt by the District of the Issue Price Certificate, a form of which is attached hereto. The District reserves the right to reject any and all bids. In the case of a tie bid, the District reserves the right to award the Notes to the bidder of its choice.

\* Preliminary, subject to change. See “THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes” herein.

## THE NOTES

**DESCRIPTION:** The Notes will be dated January 15, 2022. Interest will accrue from the date of initial delivery to the winning bidder (the “Delivery Date”) and is payable on August 15, 2022, and each February 15 and August 15 thereafter until stated maturity or prior redemption. The Notes will be issued only in fully registered form in principal denominations of \$5,000 or integral multiples thereof within a stated maturity. The definitive Notes will be initially registered in the name of, and delivered to, Cede & Co., as the nominee of The Depository Trust Company, New York, New York (“DTC”) pursuant to the book-entry-only system described in the Preliminary Official Statement. DTC will act as securities depository (the “Securities Depository”). Beneficial ownership of the Notes may be acquired in denominations of \$5,000 or integral multiples thereof within a stated maturity. Beneficial owners will not receive physical delivery of certificates representing their interest in the Notes purchased. So long as DTC or its nominee is the registered owner of the Notes, the principal of and interest on the Notes will be payable by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as the initial Paying Agent/Registrar, to the Securities Depository, which will in turn remit such principal and interest to its Participants, which in turn will remit such principal and interest to the Beneficial Owners of the Notes (see “BOOK-ENTRY-ONLY SYSTEM” in the Preliminary Official Statement).

**MATURITY SCHEDULE\*:** The Notes will mature on February 15 in each year as follows:

<b>Maturity Date</b>	<b>Principal</b>	<b>Maturity Date</b>	<b>Principal</b>
<b>(2/15)</b>	<b>Amount*</b>	<b>(2/15)</b>	<b>Amount*</b>
2023	\$ 120,000	2033	\$ 160,000
2024	125,000	2034	165,000
2025	130,000	2035	170,000
2026	130,000	2036	175,000
2027	135,000	2037	185,000
2028	140,000	2038	190,000
2029	145,000	2039	195,000
2030	150,000	2040	200,000
2031	155,000	2041	205,000
2032	160,000	2042	215,000

**ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE FOR THE NOTES:** After final computation of the bids, the District reserves the right in its sole discretion either to decrease or increase the principal amount of any stated maturity of the Notes. Such adjustments will be in \$5,000 increments and will not change the aggregate principal amount of the Notes by more than 10% from the amount set forth herein or change the principal amount due on the Notes in any one year by more than 25% (rounded up to the next higher integral multiple of \$5,000). Such adjustment(s), if any, shall be made within four (4) hours of the initial award of the Notes. The price at which such adjusted principal amount of Notes will be sold will be the same price per \$1,000 of Notes as the price per \$1,000 for the original par amount of Notes bid. In order to calculate the yield on the Notes for federal tax law purposes and as a condition precedent to the award of the Notes, bidders must disclose to the District in connection with their respective bids the price (or yield to stated maturity) at which each stated maturity of the Notes will be reoffered and sold for (or expected to be sold) to the public.

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 District 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 – Basis of Award” 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.

There is no guarantee that adjustments and/or revisions will not be necessary in order to properly size the Notes. Accordingly, the District reserves the right in its sole discretion to make adjustments as previously described above, even if the issue size of the Notes does not change from the original par amount of Notes. In the event of any such adjustment and/or revision, no rebidding will be permitted, and the purchase price as may have been bid on the Notes shall be adjusted accordingly.

**OPTIONAL REDEMPTION:** The Notes maturing on and after February 15, 2031, are subject to redemption prior to stated maturity, at the option of the District, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2030, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

\* Preliminary, subject to change. See “THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes” herein.

**SERIAL NOTES AND/OR TERM NOTES:** Bidders may provide that all of the Notes be issued as serial Notes (“Serial Notes”) or may provide that any two or more consecutive annual principal amounts be combined into one or more “Term Notes”.

**MANDATORY SINKING FUND REDEMPTION:** If the successful bidder elects to alter the Maturity Schedule reflected above and convert the principal amounts of the Serial Notes into Term Notes, such Term Notes shall be subject to mandatory redemption on the first February 15 next following the last maturity for Serial Notes, and annually thereafter on each February 15 until the stated maturity for the Term Notes at the redemption price of par plus accrued interest to the date of redemption. The principal amounts of the Term Notes to be redeemed on each mandatory redemption date shall be the principal amounts that would have been due and payable in the Maturity Schedule shown above had no designation of such maturities as Term Notes occurred. At least thirty (30) days prior to each mandatory redemption date, the Paying Agent/Registrar shall select by lot the Term Notes to be redeemed and cause a notice of redemption to be given in the manner provided in the Official Statement. The principal amount of Term Notes of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Notes of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date, (i) shall have been acquired by the District 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, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District at a price not exceeding the principal amount of such Term Notes plus accrued interest to the date of purchase, or (iii) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

**AUTHORIZATION:** The Notes are being issued pursuant to the Constitution and general laws of the State of Texas, including, particularly, Section 45.108, Texas Education Code, as amended, and a note resolution (the “Resolution”) to be adopted by the Board on January 20, 2022.

**PURPOSE:** Proceeds from the sale of the Notes will be used (i) for the maintenance, repair, rehabilitation and replacement of school facilities; and (ii) to pay costs of issuance related to the Notes.

**BOOK-ENTRY-ONLY SYSTEM:** The District intends to utilize the Book-Entry-Only System of DTC. See “BOOK-ENTRY-ONLY SYSTEM” in the Preliminary Official Statement.

**PAYING AGENT/REGISTRAR:** The initial Paying Agent/Registrar shall be The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. If the Paying Agent/Registrar becomes unable for any reason to act as Paying Agent/Registrar, the District has covenanted to appoint a successor Paying Agent/Registrar.

**SOURCE OF PAYMENT:** The Notes constitute direct obligations of the District and are payable as to principal and interest from available funds of the District, including the proceeds of an annual ad valorem tax levied for maintenance purposes by the District against all taxable property within the District, within the limitations of the District’s maintenance tax authority, as provided in the Resolution (see “THE NOTES – Security,” “STATE AND LOCAL FUNDING OF SCHOOL DISTRICTS IN TEXAS,” “CURRENT PUBLIC SCHOOL FINANCE SYSTEM” and “TAX RATE LIMITATIONS” in the Preliminary Official Statement). **The Notes are not guaranteed by the State of Texas Permanent School Fund Guarantee Program** (see “THE NOTES – Security” in the Preliminary Official Statement).

**OFFICIAL STATEMENT AND OTHER TERMS AND COVENANTS IN THE RESOLUTION:** Further details regarding the Notes and certain covenants of the District contained in the Resolution are set forth in the Official Statement, to which reference is made for all purposes.

### CONDITIONS OF THE SALE

**TYPES OF BIDS AND INTEREST RATES:** The Notes will be sold in one block on an “All or None” basis, and at a price of not less than 106.50% and not more than 115.00% of their principal amount; provided, however, that any bid is subject to adjustment as described under the caption “THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes.” 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 1/100 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. 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.

**BASIS OF AWARD:** Subject to the District’s right to reject any or all bids and to waive any irregularities except time of filing, the sale of the Notes will be awarded to the bidder or syndicate account manager whose name first appears on the Official Bid Form (the “Purchaser”) making a bid that conforms to the specifications herein and which produces the lowest True Interest Cost rate to the District. The True Interest Cost rate is that rate which, when used to compute the total present value as of the Delivery Date of all debt service payments on the Notes on the basis of semi-annual compounding, produces an amount equal to the sum of the par value of the

Notes plus any premium bid, if any. 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:** A bank cashier's check, payable to the order of "Burkburnett Independent School District", in the amount of \$65,000 (the "Good Faith Deposit"), which is 2% of the par value of the Notes, is required. The Good Faith Deposit of the Purchaser will be retained uncashed by the District pending the Purchaser's compliance with the terms of its bid and this Official Notice of Sale. In the event the Purchaser should fail or refuse to take up and pay for the Notes in accordance with its bid, then said check shall be cashed and accepted by the District as full and complete liquidated damages. The Good Faith Deposit may accompany the Official Bid Form or it may be submitted separately; however, 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 authorizes its use as a Good Faith Deposit by the Purchaser who shall be named in such instructions. The Good Faith Deposit of the Purchaser will be returned to the Purchaser upon payment for the Notes. No interest will be allowed on the Good Faith Deposit. Checks accompanying bids other than the winning bid will be returned promptly after the bids are opened and an award of the Notes has been made by the District. Upon failure to deliver the Issue Price Certificate in the form attached hereto, the District will have the right to retain the Good Faith Deposit.

**OBLIGATION OF THE DISTRICT TO RECEIVE DISCLOSURE OF INTERESTED PARTY FORM:** Pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the District may not award the Notes to the winning bidder unless the winning bidder either: (a) provides a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the District as prescribed by the Texas Ethics Commission ("TEC"), or (b) represents to the District by marking the appropriate box on the Official Bid Form that the bidder is a publicly traded business entity or a subsidiary of a publicly traded business entity (the "Publicly Traded Entity Representation"). In the event that the bidder's bid for the Notes is the best bid received and the executed Official Bid Form does not provide the Publicly Traded Entity Representation, the District, 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 Disclosure Form materials described below. In the event that the bidder's bid for the Notes is the best bid received and the Official Bid Form provides the Publicly Traded Entity Representation, the District, acting through its financial advisor, will promptly notify the bidder. That notification will serve as the final verbal acceptance of the bid, subject only to written acceptance of the bid by the Board.

**Process for Completing the Disclosure Form.** The Disclosure Form, along with tutorials on logging in and creating a Disclosure Form, can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), and reference should be made to the following information in order to complete it: (a) item 2 – name of governmental entity ("Burkburnett Independent School District"), (b) item 3 – the identification number ("2022 Notes"), and (c) item 3 – description of the goods or services assigned to this contract by the District ("Purchase of the Burkburnett Independent School District Maintenance Tax Notes, Series 2022").

**Unless you are able to make the Publicly Traded Entity Representation, the District cannot accept your bid unless and until you:**

- (i) complete the Disclosure Form electronically at the TEC's "electronic portal", and**
- (ii) print, sign and deliver a completed copy of the Disclosure Form that is generated by the TEC's "electronic portal".**

**These materials must be delivered electronically to the District's Bond Counsel at [csettle@mphlegal.com](mailto:csettle@mphlegal.com) and Financial Advisor at [alison.long@bokf.com](mailto:alison.long@bokf.com) as soon as possible following the notification of conditional verbal acceptance and prior to the final written award.**

The information reported by a bidder in the Disclosure Form must be acknowledged by an authorized agent of the winning bidder. No exceptions may be made to that requirement. The Interested Party Disclosure Act provides that such acknowledgment is made "under penalty of perjury." Consequently, a bidder should take appropriate steps prior to completion of the Disclosure Form to familiarize itself with the Interested Party Disclosure Act, the Disclosure Form, and the rules associated therewith. If the Disclosure Form is required, time will be of the essence in submitting the form to the District, and no bid will be accepted by the District unless a completed Disclosure Form is received on time. Neither the District nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation to undertake nor responsibility for advising any bidder with respect to the proper completion of a Disclosure Form. Consequently, an entity intending to bid on the Notes should consult its own advisors to the extent it deems necessary and be prepared, if necessary, to submit the completed form promptly upon notification from the District that its bid is the conditional winning bid.

**ADDITIONAL CONDITION OF AWARD:** In connection with approval of the Notes, the Attorney General of the State of Texas may require confirmation of any or all of the following verifications. The winning bidder must be able to provide such confirmation(s) in a form acceptable to the Attorney General of the State of Texas, if requested. In addition and as it relates to the below verifications, each bidder understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with, the bidder and exists to make a profit.

Verification Regarding Israel Boycott. To the extent the sale of Notes that is the subject of this Official Notice of Sale constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, each bidder, through submittal of an executed Official Bid Form, verifies that, except to the extent otherwise required by applicable federal law, it (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the bidder) does not boycott Israel and will not boycott Israel through the term of the agreement set forth in the Official Bid Form. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Verification Regarding Foreign Terrorist Organization. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable, each bidder, through the submittal of an executed Official Bid Form, represents that it (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the bidder) is not a company (as defined in Section 2270.0001(2), Texas Government Code) identified on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code.

Verification Regarding Energy Company Boycott. Pursuant to Chapter 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the winning bidder will be required to verify in the Official Bid Form, for the purposes of such chapter, except to the extent otherwise required by applicable federal law, that at the time of execution and delivery of its bid and to the date of delivery of the Notes, neither the winning bidder, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the winning bidder boycotts energy companies or will boycott energy companies. The terms “boycotts energy companies” and “boycott energy companies” as used in this paragraph have the meaning assigned to the term “boycott energy company” in Section 809.001 of the Texas Government Code, as amended.

Verification Regarding Discrimination Against Firearm Entity or Trade Association. Pursuant to Chapter 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the winning bidder will be required to verify in the Official Bid Form, for the purposes of such chapter, except to the extent otherwise required by applicable federal law, that at the time of execution and delivery of its bid and to the date of delivery of the Notes, neither the winning bidder, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the winning bidder discriminates against a firearm entity or firearm trade association. The term “discriminates against a firearm entity or firearm trade association” as used in this paragraph has the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001 of the Texas Government Code, as amended.

**IMPACT OF BIDDING SYNDICATE ON AWARD:** For purposes of contracting for the sale of the Notes, the entity signing the bid form as Purchaser shall be solely responsible for the payment of the purchase price of the Notes. The Purchaser may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the District is not a party to that agreement and any information provided regarding syndicate members would be for informational purposes only.

## **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 numbers on any Note 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 Official Notice of Sale and the terms of the Official Bid Form. All expenses in relation to the assignment, printing or typing of CUSIP numbers on the Notes shall be paid by the District.

**INITIAL DELIVERY OF INITIAL NOTE:** The Notes will be initially delivered as one Note (“Initial Note”) in the aggregate principal amount of \$3,250,000\* payable to the Purchaser, signed by the President and Secretary of the Board of Trustees of the District and approved by the Attorney General of the State of Texas and registered and signed by the Comptroller of Public Accounts of the State of Texas, exchangeable as set forth below. Initial 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 District, or as otherwise directed by the District. The Purchaser will be given three (3) business days’ notice of the time fixed for delivery of the Notes. It is anticipated that initial delivery (“Initial Delivery”) will be made on February 10, 2022, and it is understood and agreed that the Purchaser will accept delivery and make payment for the Notes not later than 10:00 A.M., Central time, on February 10, 2022, or thereafter on the date the Notes are tendered for delivery up to and including February 24, 2022. If for any reason the District is unable to make delivery on or before February 24, 2022, then the District shall immediately contact the Purchaser and may offer to allow the Purchaser to extend its offer for an additional thirty (30) days. If the Purchaser does not elect to extend its offer within five (5) business days thereafter, then the Good Faith Deposit will be returned, and both the District and the Purchaser shall be relieved of any further obligation. In no event shall the District be liable for any damages by reason of its failure to deliver the Notes, provided such failure is due to circumstances beyond the District’s reasonable control.

\* Preliminary, subject to change. See “THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes” herein.

**DTC DEFINITIVE NOTES:** Upon payment for the Notes at the time of the Initial Delivery, the Paying Agent/Registrar shall cancel the Initial Note, and one definitive Note for the stated maturity will be registered and delivered only to Cede & Co., and deposited with DTC in connection with DTC's Book-Entry-Only System. All references herein to the registered owners of the Notes shall mean Cede & Co. and not the beneficial owners of the Notes. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Notes at DTC, or another securities depository, in which case such beneficial interests would become exchangeable for one or more fully registered Notes of like principal amount as the Notes presented for cancellation and exchange.

**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 McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel for the District ("Bond Counsel"), (b) the District's certification as to no litigation, and (c) the Official Statement, all as further described in the Preliminary Official Statement.

In order to provide the District and its consultants with information required to be submitted to the Texas Bond Review Board pursuant to Section 1202.008, Texas Government Code, as amended, the Initial Purchaser will be required to provide the District (on or before ten (10) business day prior to the delivery of the Notes) with a breakdown of its "underwriting spread" among the following categories: Takedown, Management Fee (if any), Legal Counsel Fee (if any) and Spread Expenses (if any).

**ESTABLISHING THE ISSUE PRICE FOR THE NOTES:** The District intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of municipal bonds), which require, among other things, that the District receives bids from at least three (3) 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, as communicated by the Municipal Advisor (defined below) to the winning bidder on the Sale Date (defined below), bids will not be subject to cancellation and the winning bidder (i) agrees to promptly report to the District the first prices at which at least 10% of each maturity of the 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 District 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 District or to the District's municipal advisor, BOK Financial Securities, Inc. (the "Municipal Advisor") 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 Official Notice of Sale, within five (5) business days prior to the Delivery Date if the Competitive Sale Requirement is satisfied or within five (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 Delivery Date, the Issue Price Certificate may be modified in a manner approved by the District. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel (identified in the Preliminary Official Statement).

For purposes of this section of this Official Notice of Sale:

- (i) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to the Underwriter,
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the 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 District to the winning bidder.

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

The District will consider any bid submitted pursuant to this Official 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 Official 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 District when the Underwriters have sold 10% of a Hold-the-Price Maturity to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

**LEGAL OPINIONS:** The Notes are offered when, as and if issued, subject to the unqualified approving legal opinion of the Attorney General of the State of Texas. Delivery of and payment for the Notes is subject to the receipt by the Purchaser of the approving legal opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, substantially in the form reproduced in Appendix C to the Preliminary Official Statement.

**CERTIFICATION OF OFFICIAL STATEMENT:** At the time of payment for, and Initial Delivery of, the Initial Note, a District official will execute and deliver to the Purchaser a certificate in the form set forth in the Preliminary Official Statement.

**CHANGE IN TAX-EXEMPT STATUS:** At any time before Initial Delivery, the Purchaser may withdraw its bid if the interest on obligations such as the Notes shall be declared to be includable in the gross income, as defined in section 61 of the Code, of the owners thereof for federal income tax purposes, either by Treasury Regulations, by ruling or administrative guidance of the Internal Revenue Service, by a decision of any federal court, or by the terms of any federal income tax legislation enacted subsequent to the date of this Official Notice of Sale.

## GENERAL

**FINANCIAL ADVISOR:** BOK Financial Securities, Inc. is employed as Financial Advisor to the District in connection with the issuance of the Notes. The Financial Advisor’s fee for services rendered with respect to the sale of the Notes is contingent upon the issuance and delivery of the Notes. BOK Financial Securities, Inc. waives the right to submit a bid for the Notes, either independently or as a member of a syndicate organized to submit a bid for the Notes. BOK Financial Securities, Inc., in its capacity as Financial Advisor, 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:** The District has made no investigation regarding the eligibility to purchase or participate in the underwriting of the Notes under any applicable securities, legal investment, insurance, banking or other laws which might govern the ability of such institution to underwrite or invest in the Notes. By submission of its bid, the Purchaser represents that the sale of the Notes in jurisdictions 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 jurisdictions in which the Notes are offered or sold. The District 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, except that the District will not be obligated to qualify as a foreign corporation or execute a general or special consent to service of process.

**NOT AN OFFER TO SELL:** This Official Notice of Sale 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 this Official Notice of Sale, the Official Bid Form and the Official Statement. Prospective purchasers are urged to carefully examine the Preliminary Official Statement to determine the investment quality of the Notes.

**RATING:** The District has made an application to S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P"), for a municipal bond rating on the Notes. The result of S&P's determination will be made available as soon as possible. **The Notes are not guaranteed by the State of Texas Permanent School Fund Guarantee Program.** There is no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating company, if in the judgment of such company, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Notes.

**MUNICIPAL BOND INSURANCE:** In the event the Notes are qualified for municipal bond insurance, and the Purchaser desires to purchase such insurance, the cost therefor **will be paid by the Purchaser.** Any fees to be paid to S&P as a result of said insurance **will be paid by the District.** 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 and any other information or certifications which may be required to determine the effect of such insurance on the yield of the Notes for federal income tax purposes. Any rating downgrade of the bond insurance provider after the Bid Opening shall not relieve the Purchaser of its obligation to purchase the Notes as described in "DELIVERY OF THE NOTES AND ACCOMPANYING DOCUMENTS."

## OFFICIAL STATEMENT

**FINAL OFFICIAL STATEMENT:** The District has prepared, or caused to be prepared, the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Notes, but will not prepare any other document or version for such purpose except to take into account certain subsequent events, if any, as described below. To the knowledge and belief of the District, the Preliminary Official Statement contains information, including financial information or operating data, concerning every entity, enterprise fund, account, or person that is material to an evaluation of the offering of the Notes. The Purchaser will be responsible for informing the District of the initial offering yields. The District will prepare, or cause to be prepared, a Final Official Statement describing the respective offering yields, the interest rates on the Notes, the selling compensation, and the rating assigned to the Notes. Accordingly, the District deems the accompanying Preliminary Official Statement to be final as of its date, within the meaning of United States Securities and Exchange Commission Rule 15c2-12, for the purpose of review prior to bidding. By delivering the Final Official Statement or any amendment or supplement thereto to the Purchaser on or after the sale date, the District represents the same to be complete as of such date, within the meaning of United States Securities and Exchange Commission Rule 15c2-12(f)(3). Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the Official Statement which are or will be made by the District are those described in the Preliminary Official Statement under "CERTIFICATION OF THE OFFICIAL STATEMENT."

**CONTINUING DISCLOSURE AGREEMENT:** The District will agree in the Resolution to provide certain periodic information and notices of certain events in accordance with United States Securities and Exchange Commission Rule 15c2-12, as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Purchaser's obligation to accept and pay for the Notes is conditioned upon delivery to the Purchaser or their agent of a copy of the Resolution containing the agreement described under such heading.

**REGISTRATION AND QUALIFICATION OF NOTES FOR SALE:** No registration statement relating to the Notes has been filed with the United States Securities and Exchange Commission ("SEC") under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2). The Notes have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the Official Statement. The Notes have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Notes been registered or qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Notes under the securities laws of any jurisdiction in which the Notes may be sold, assigned, pledged, hypothecated or otherwise transferred. This

disclaimer of responsibility for registration or qualification for sale or other disposition of the Notes shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions.

**CHANGES TO OFFICIAL STATEMENT:** If, subsequent to the date of the Official Statement, the District learns or is notified by the Purchaser of any adverse event which causes any of the key representations in the Official Statement to be materially misleading, the District will promptly prepare and supply to the Purchaser a supplement to the Official Statement which corrects such representation to the reasonable satisfaction of the Purchaser, unless the Purchaser elects to terminate its obligation to purchase the Notes as described in “DELIVERY OF THE NOTES AND ACCOMPANYING DOCUMENTS – Conditions to Delivery.” The obligation of the District to do so will terminate when the District delivers the Notes to the Purchaser, unless the Purchaser notifies the District 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 for more than twenty-five (25) days after the sale date) until all of the Notes have been sold to ultimate customers.

**DELIVERY OF OFFICIAL STATEMENTS:** The District will furnish to the Purchaser, within seven (7) business days after the sale date, an aggregate maximum of one hundred (100) copies of the Official Statement, together with information regarding the interest rate and other terms relating to the reoffering of the Notes. The District agrees to provide, or cause to be provided, to the Purchaser the Preliminary Official Statement and the Official Statement and any amendments or supplements thereto in a designated electronic format (or printed format with respect to the final Official Statement) as may be required for the Purchaser to comply with Rule 15c2-12 or the rules of the Municipal Securities Rulemaking Board (“MSRB”). The District consents to the distribution of such documents in a designated electronic format. Upon receipt, the Purchaser shall promptly file the Official Statement with the MSRB in accordance with the applicable MSRB rules. The Purchaser will be responsible for providing information concerning the District and the Notes to subsequent purchasers of the Notes, and the District will undertake no responsibility for providing such information other than to make the Official Statement available to the Purchaser as provided herein.

On the date of the sale, the Board will, in the Resolution authorizing the issuance of the Notes, confirm its approval of the form and content of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and authorize its use in the reoffering of the Notes by the Purchaser.

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President, Board of Trustees  
Burkburnett Independent School District

ATTEST:

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Secretary, Board of Trustees  
Burkburnett Independent School District

January 13, 2022

**OFFICIAL BID FORM**

Honorable President and Board of Trustees  
 Burkburnett Independent School District  
 100 North Avenue D  
 Burkburnett, Texas 76354

January 20, 2022

Reference is made to your Preliminary Official Statement and Official Notice of Sale, dated January 13, 2022 of \$3,250,000\* BURKBURNETT INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES, SERIES 2022, both of which constitute a part hereof.

For your legally issued Notes, as described in said Official Notice of Sale and Preliminary Official Statement, we will pay you a price of \$ \_\_\_\_\_ (not less than 106.50% nor greater than 115.00% of the par value thereof), for Notes maturing and bearing interest per annum as follows:

<u>Maturity Date</u> <u>(2/15)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u> <u>(2/15)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>
2023	\$ 120,000	_____	2033	\$ 160,000	_____
2024	125,000	_____	2034	165,000	_____
2025	130,000	_____	2035	170,000	_____
2026	130,000	_____	2036	175,000	_____
2027	135,000	_____	2037	185,000	_____
2028	140,000	_____	2038	190,000	_____
2029	145,000	_____	2039	195,000	_____
2030	150,000	_____	2040	200,000	_____
2031	155,000	_____	2041	205,000	_____
2032	160,000	_____	2042	215,000	_____

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:

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

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

TRUE INTEREST COST \_\_\_\_\_ %

By accepting this bid, the Purchaser understands the District will provide the copies of the Official Statement, as well as any amendments or supplements thereto (in a designated electronic format), all in accordance with the Official Notice of Sale.

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 S&P as a result of said insurance **will be paid by the District**.

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

\* Preliminary, subject to change. See "THE NOTES – Adjustment of Principal Amount and Maturity Schedule for the Notes" herein.

A bank cashier's check or certified check of the \_\_\_\_\_ Bank, \_\_\_\_\_, in the amount of \$65,000, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Preliminary Official Statement and Official Notice of Sale.

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 in the designated office of the Corporate Trust Division, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 A.M., Central time, on February 10, 2022, or thereafter on the date the Notes are tendered for delivery, pursuant to the terms set forth in the Official Notice of Sale. It will be the obligation of the Purchaser of the Notes to complete and file the DTC Eligibility Questionnaire.

For purposes of contracting for the purchase of the Notes, the entity signing the bid form as Purchaser shall be solely responsible for the payment of the purchase price of the Notes. The Purchaser may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the District is not a party to that agreement and any information provided regarding syndicate managers would be or informational purposes only.

The Purchaser (mark one):

\_\_\_\_\_ Agrees to timely make a filing of a completed Disclosure Form with the District.

or

\_\_\_\_\_ Hereby certifies that it is exempt from the Disclosure Form filing requirements by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity.

The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this bid for the Notes is a contract for goods or services, will not boycott Israel through the date of initial delivery of the Notes. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The Purchaser represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Purchaser and the Purchaser's 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.

To the extent this bid for the Notes constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Purchaser hereby verifies that, at the time of execution and delivery of this bid and to the date of delivery of the Notes, it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies. The foregoing verification is made solely to enable the District to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

To the extent this bid for the Notes constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Purchaser hereby verifies that, at the time of execution and delivery of this bid and to the date of delivery of the Notes, 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 will not discriminate against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the District to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions, (a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association, (b) “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and (c) “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

The Purchaser understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with, the Purchaser and exists to make a profit.

The undersigned agrees to complete, execute, and deliver to the District, at least six (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 Official Notice of Sale, with such changes thereto as may be acceptable to or required by the District. The undersigned also agrees to provide the District and its consultants, at least ten (10) 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 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.**

Respectively submitted,

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Name of Underwriter or Manager

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Authorized Representative

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Phone Number

---

Signature

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the Burkburnett Independent School District, subject to and in accordance with the Official Notice of Sale, this the 20<sup>th</sup> day of January, 2022.

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President, Board of Trustees  
Burkburnett Independent School District

ATTEST:

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Secretary, Board of Trustees  
Burkburnett Independent School District

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 Maintenance Tax Notes, Series 2022 issued by the Burkburnett Independent School District (“District”) 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.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 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 third-party 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.

The undersigned understands that the foregoing information will be relied upon by the District 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 McCall, Parkhurst & Horton L.L.P. 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 District 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)*

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 Maintenance Tax Notes, Series 2022 issued by the Burkburnett Independent School District (“District”) 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 Official 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.

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 third-party 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.

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 McCall, Parkhurst & Horton L.L.P. 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)*