OFFICIAL NOTICE OF SALE

$7,615,000

MIDLOTHIAN MUNICIPAL MANAGEMENT DISTRICT NO. 2
(A political subdivision of the State of Texas located within Ellis County)

UNLIMITED TAX UTILITY BONDS
SERIES 2026

BIDS TO BE SUBMITTED BY:
9:30 A.M., WEDNESDAY OCTOBER 14, 2026
CENTRAL TIME

BIDS TO BE OPENED AT:
12:00 P.M., WEDNESDAY OCTOBER 14, 2026
CENTRAL TIME

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

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MIDLOTHIAN MUNICIPAL MANAGEMENT DISTRICT NO. 2
(A political subdivision of the State of Texas located within Ellis County, Texas)

UNLIMITED TAX UTILITY BONDS
SERIES 2026

BONDS OFFERED FOR SALE AT COMPETITIVE BID: The Board of Directors (the "Board") of Midlothian Municipal Management District No. 2 (the "District"), is offering for sale at competitive bid the District's $7,615,000 Unlimited Tax Utility Bonds, Series 2026 (the "Bonds").

METHODS FOR SUBMISSION OF BIDS AND BID FORMS: Bidders may submit bids for the Bonds by any of the following methods:

1. Deliver bids directly to the District as described below in "WRITTEN BIDDING PROCEDURE;"
2. Submit bids electronically as described below in "ELECTRONIC BIDDING PROCEDURE;" or
3. Submit bids by telephone as described below in "TELEPHONIC BIDDING PROCEDURE."

All bids must be submitted by 9:30 A.M., Central Time, on Wednesday October 14, 2026. Any prospective bidder must also submit, by 9:30 A.M., Central Time, on Wednesday October 14, 2026, signed Official Bid Form(s) to the District's financial advisor, Cedar Creek Municipal Advisors, LLC (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. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES" for additional requirements concerning submission of bids by certain entities.

WRITTEN BIDDING PROCEDURE: A prospective bidder that intends to submit its bid in writing must do so in accordance with this paragraph. Two (2) bids, which must be submitted on the Official Bid Form and plainly marked "Bid for Bonds," are to be addressed to "President and Board of Directors, Midlothian Municipal Management District No. 2." Two (2) copies of all bids, whether by completed signed bid form or by incomplete signed bid forms for use with telephone or electronic bids, must be submitted on signed Official Bid Forms, to the office of the District's Financial Advisor, Cedar Creek Municipal Advisors, LLC, Attn: Ryan Nesmith, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056, by 9:30 A.M., Central Time, on, Wednesday October 14, 2026. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened.

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 9:30 A.M., Central Time, on Wednesday, October 14, 2026, 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: TXSpecialDistrictBidForms@cedarcreekma.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, by 9:30 A.M., Central Time, on Wednesday, October 14, 2026.

Electronic bids must be submitted via PARITY in accordance with this Official Notice of Sale, until 9:30 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 Bonds on the terms provided in the Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the 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 the Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information

about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, NY 10018, (212) 849-5000.

For purposes of both the written bidding process and 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 THE SALE - Basis of Award" below. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES" for additional requirements concerning submission of bids.

TELEPHONIC BIDDING PROCEDURE: Bidders must submit, prior to 9:30 A.M., Central Time, Wednesday October 14, 2026, two (2) SIGNED Official Bid Forms to Ryan Nesmith, Cedar Creek Municipal Advisors, LLC, Attn: Ryan Nesmith, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056 and submit their bid by telephone on the date of sale by 9:30 A.M., Central Time.

Ryan Nesmith of Cedar Creek Municipal Advisors, LLC will call telephone bidders who have submitted SIGNED Official Bid Forms prior to the date of the sale. Fax bids must be received by 9:30 A.M., Central Time, on the date of the sale. Contact Ryan Nesmith of Cedar Creek Municipal Advisors, LLC on the day of the sale to obtain the fax phone numbers.

Cedar Creek Municipal Advisors, LLC will not be responsible for the submission of any bids received after the above deadlines. Cedar Creek Municipal Advisors, LLC assumes no responsibility or liability with respect to any irregularities associated with the submission of any bids.

LATE BIDS AND IRREGULARITIES: Cedar Creek Municipal Advisors, LLC is not authorized and will not be responsible for the submission of any bids made after the time prescribed, nor does the District or Cedar Creek Municipal Advisors, LLC 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 BONDS: The District will take action to adopt an order (the "Bond Order") authorizing the issuance and awarding sale of the Bonds or will reject all bids promptly after receiving the bids at 12:00 P.M. Central Time, on Wednesday October 14, 2026. **The Board reserves the right to reject any or all bids and to waive any irregularities, except time of filing. All bids must comply with the requirements in "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES."**

THE BONDS

DESCRIPTION OF CERTAIN TERMS OF THE BONDS: The Bonds will be dated November 1, 2026, and interest on the Bonds accrues from the initial date of delivery (on or about November 10, 2026) (the "Delivery Date"), with interest payable on March 1, 2027, and each September 1 and March 1 thereafter (each an "Interest Payment Date") until the earlier of maturity or prior redemption. The Bonds will be issued only in fully registered form. Principal will be payable to the registered owner(s) of the Bonds (the "Bondholder(s)") upon presentation and surrender at the principal payment office of the paying agent/registrar, initially, BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar"). Interest on the 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 Registrar at the close of business on the 15th day of the calendar month next preceding each Interest Payment Date (the "Record Date"). The 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 Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the 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 Bonds, the principal of and interest on the 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 Bonds as described herein. See ""THE BONDS – Book-Entry-Only System" in the Preliminary Official Statement.

The Bonds will mature serially on September 1 in the following years and amounts:

Year	Principal Amount	Year	Principal Amount
2028	$155,000	2040	$300,000
2029	165,000	2041	320,000
2030	175,000	2042	340,000
2031	185,000	2043	360,000
2032	195,000	2044	380,000
2033	205,000	2045	400,000
2034	215,000	2046	425,000
2035	230,000	2047	450,000
2036	240,000	2048	475,000
2037	255,000	2049	500,000
2038	270,000	2050	530,000
2039	285,000	2051	560,000

SERIAL BONDS AND TERM BONDS: Bidders may provide that all the 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 Bonds maturing on and after September 1, 2033, are subject to redemption and payment, at the option of the District, in whole or, from time to time, in part, on November 1, 2032, 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 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 Bonds within a maturity are to be redeemed, the Paying Agent/Registrar shall select by lot or other customary method of random selection the Bonds within such maturity to be redeemed. The holder of any 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 Bond called for redemption and for the issuance of an exchange Bond in a principal amount equal to the portion of the Bond not so redeemed.

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

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

USE OF BOND PROCEEDS: Proceeds from sale of the Bonds will be used to reimburse the Developer (as defined in the Preliminary Official Statement) for a portion of the construction costs as described under "THE BONDS – Use and Distribution of Bond Proceeds" in the Preliminary Official Statement. In addition, proceeds of the Bonds will also be used to pay for developer interest and to pay for certain costs associated with the issuance of the Bonds.

MUNICIPAL BOND INSURANCE AND RATING: The District has made applications to Build America Mutual Assurance Company and Assured Guaranty Inc. for a commitment for municipal bond guaranty insurance on the Bonds. The purchase of such insurance, if available, and the payment of all associated costs, including the premium charged by the insurance company and fees charged by rating companies, will be at the option and expense of the Initial Purchaser.

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.

If the Initial Purchaser chooses to purchase municipal bond guaranty insurance on the Bonds, separate rating(s), may at the election of the Initial Purchaser be assigned the Bonds based upon the understanding that upon delivery of the Bonds a guaranty insurance policy insuring the timely payment of the principal of and interest on the Bonds will be issued by the insurer.

CONDITIONS OF SALE

TYPES OF BIDS AND INTEREST RATES: The Bonds will be sold in one block on an "all or none" basis at a price of not less than 97% of the par value thereof, plus accrued interest from the date of the Bonds to the date of delivery. Bidders are to name the rates of interest to be borne by the Bonds, provided that each interest rate bid must be a multiple of 1/8th or 1/20th of 1%. All Bonds maturing within a single year must bear the same rate of interest. The net effective interest rate, as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended, on the Bonds may not exceed 2% above the Daily Bond Buyer's weekly "20 Bond Index" published over the one-month period preceding the sale date of the Bonds. 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. No bids involving supplemental interest payments will be considered. No bid that generates a cash premium greater than $5,000 will be considered. 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.

CLOSING PROCEDURES: The District anticipates use of BaseFund's "Secured Closing" platform (the "Platform") to facilitate the Closing. The Platform, on the District's behalf and upon input by the various transaction parties, assembles and helps verify the accuracy of the participants and their respective payment instructions associated with the Closing (the "Information"), which Information is then memorialized in a "closing memorandum." At least three days prior to the Closing, the District will cause delivery to the Initial Purchaser, via email, a URL to the Platform (otherwise, generally accessible at https://basefund.com/) that the Initial Purchaser shall, prior to the Closing, use to access transaction participants' Information that is necessary to facilitate the Closing. By accessing the Information, the Initial Purchaser assumes no liability or responsibility for the accuracy of the Information.

BASIS OF AWARD: For the purpose of awarding sale of the Bonds, the total interest cost of each bid will be computed by determining, at the rates specified therein, the total dollar value of all interest on the Bonds from the date thereof to their respective maturities, and adding thereto the dollar amount of the discount bid, if any, or deducting therefrom the premium bid, if any. Subject to the District's right to reject any or all bids, sale of the Bonds will be awarded to the bidder (the "Initial Purchaser") whose bid, under the above computation, produces the lowest net effective interest rate 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 "Midlothian Municipal Management District No. 2" in the amount of $152,300 which is 2% of the principal amount of the 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 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 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 Bonds has been made.

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 Bonds. If required the TEC Form 1295 may be provided to the District 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 "Midlothian Municipal Management District No. 2" and box 3 is "MMMD – S2026UT – 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 Bonds to a bidder unless the bidder verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the bidder that exists to make a profit, does not boycott Israel and will not boycott Israel through the delivery date of the Bonds. The term "bidder" as used in this paragraph has the same meaning as the term "company" as set forth in Section 808.001(2) of the Texas Government Code, as such section is modified by Section 2271.001(2) of the Texas Government Code, as amended. Notwithstanding anything contained herein, the representations and covenants contained in in this paragraph shall survive the date of the Bonds until the statute of limitations has run, and liability for breach of the representations and covenants contained herein shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provisions herein until the statute of limitations has run, notwithstanding any provisions herein to the contrary.

Similarly, the District will not award the Bonds to a bidder unless the bidder certifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the bidder that exists to make a profit, does not engage in business with Iran, Sudan, or a foreign terrorist organization (as defined by Section 2252.151(2), Texas Government Code) and has not been identified as having engaged in business with Iran, Sudan, or a foreign terrorist organization on a list prepared and maintained by the Texas Comptroller of Public Accounts. The term "bidder" as used in this paragraph has the same meaning as the term "company" as set forth in Section 2270.0001(2) of the Texas Government Code, as amended. Notwithstanding anything contained herein, the representations and covenants contained in in this paragraph shall survive the date of the Bonds until the statute of limitations has run, and liability for breach of the representations and covenants contained herein shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provisions herein until the statute of limitations has run, notwithstanding any provisions herein to the contrary.

By submitting a bid, a bidder makes and certifies to the representations necessary and convenient for compliance with the aforementioned laws and agrees to execute further written certificates as may be necessary or convenient for the District to establish compliance with the aforementioned laws.

COMPLIANCE WITH LAWS PROHIBITING DISCRIMINATION AGAINST FOSSIL-FUEL COMPANIES: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, pursuant to Chapter 2276 of the Texas Government Code, 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, boycotts or will boycott energy companies. The term "boycott energy company" has the meaning assigned thereto in Section 809.001 of the Texas Government Code, as amended. The term "affiliate" as used in this paragraph means an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in in this paragraph shall survive the date of the Bonds until the statute of limitations has run, and liability for breach of the representations and covenants contained herein shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provisions herein until the statute of limitations has run, notwithstanding any provisions herein to the contrary.

COMPLIANCE WITH LAWS PROHIBITING DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, pursuant to Chapter 2274 of the Texas

Government Code, 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, discriminates or will discriminate against a firearm entity or firearm trade association. The term "discriminate against a firearm entity or firearm trade association" as used in this paragraph has the meaning assigned to such term in Section 2274.001 of the Texas Government Code, as amended. "Firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., 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 (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code). "Firearm trade association" means a 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 insures 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 term "affiliate" as used in this paragraph means an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in in this paragraph shall survive the date of the Bonds until the statute of limitations has run, and liability for breach of the representations and covenants contained herein shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provisions herein until the statute of limitations has run, notwithstanding any provisions herein to the contrary.

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 to the public as of the sale date as the issue price of the Bonds, the "Hold-the-Offering-Price Rule," Treasury Regulation § 1.148-1(f)(2)(ii), 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 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 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 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.

IMPACT OF BIDDING SYNDICATE ON AWARD: For purposes of contracting for the sale of the Bonds, the entity signing the bid form as Initial Purchaser shall be solely responsible for the payment of the purchase price of the Bonds. The Initial 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 for informational purposes only.

CONTRACTING INFORMATION: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, the bidder and each syndicate member listed on the Official Bid Form will (i) preserve all contracting information related to the bid as provided by the records retention requirements applicable to the District through the delivery date of the Bonds, (ii) promptly provide to the District any contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member on request of the District, and (iii) upon delivery of the Bonds to the bidder, either (a) provide at no cost to the District all contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member or (b) preserve the contracting information related to the bid as provided by the records retention requirements applicable to the District. The term "contracting information" as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code.

STANDING LETTER REQUIREMENT: Each prospective bidder must have a standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General's Office, as required by and compliant in all aspects with, the All Bond Counsel Letter of the Texas Attorney General dated November 1, 2023, as supplemented on November 16, 2023 and December 29, 2023 (collectively, the "All Bond Counsel Letter"). In submitting a bid, a bidder represents to the District that (i) it has filed a standing letter that conforms to the requirements set forth in the All Bond Counsel Letter, (ii) it has no reason to believe that the District may not be entitled to rely on the standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General's Office, and (iii) neither bidder, any syndicate member listed on the official bid form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter or other inquiry from a political subdivision, the Texas Comptroller of Public Accounts, or the Texas Attorney General related to its inclusion on any list of financial companies boycotting energy companies or companies that have been found to have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter meeting the requirements of the Texas Attorney General's Office.

The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. In the event that a bidder does not have such standing letter on file at the time of submission of a bid, the bidder agrees to file such standing letter with the Municipal Advisory Council of Texas and the Texas Attorney General's Office by the earlier of: (a) two (2) hours after submitting its bid, and (b) the deadline for bids for the Bonds. If requested by the District, the Initial Purchaser agrees to provide such further representations, certifications or assurances regarding the matters described under the heading "Compliance with Laws Prohibiting Contracts with Companies," as applicable, as of the Date of Delivery of the Bonds or such other date requested by the District.

A bidder who is currently under review by the Texas Attorney General for being a potential discriminator or boycotter under (i) Section 2271.002 of the Texas Government Code, (ii) Section 2252.151 of the Texas Government Code, (iii) Section 2276.002 of the Texas Government Code, or (iv) Section 2274.002 of the Texas Government Code, agrees to provide, prior to the Date of Delivery of the Bonds, a bring-down certification that the Texas Attorney General can continue to rely on the bidder's standing letter and the statutory representations and covenants, in accordance with the requirements set forth in the All Bond Counsel Letter.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

DELIVERY OF INITIAL BONDS: Initial delivery of the Bonds will be as one Bond for each maturity, registered in the name of the Initial Purchaser, 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 Dallas, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Initial Purchaser will be given five (5) business days' notice of the time fixed for delivery of the Bonds. It is anticipated that initial delivery can be made on or about November 10, 2026, and subject to the aforesaid notice, it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the initial Bonds by 10:00 A.M., Central Time, on November 10, 2026, or thereafter on the date the initial Bonds are tendered for delivery, up to and including December 10, 2026. If for any reason the District is unable to make delivery on or before December 10, 2026, 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 five (5) 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: The Paying Agent/Registrar will, on the delivery date, exchange the Bonds to be delivered by the District for Bonds, consisting of one Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, maturing as set out in the 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 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 Bonds in accordance with the terms of this Official Notice of Sale. All expenses relating to the printing of CUSIP numbers on the 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 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 Bonds, the Initial Purchaser's receipt of the legal opinion of Bond Counsel and the no-litigation certificate, and the non-occurrence of the events described below under the caption "No Material Adverse Change", all as described below. Further, the Initial Purchaser is not obligated to take up and pay for the Bonds at initial delivery if at any time after the award of the 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" below, the Initial Purchaser may terminate its contract to purchase the 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 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 Bonds) a certification regarding the "issue price" of the Bonds substantially in one of the forms accompanying this Official Notice of Sale. In the event the Initial Purchaser will not reoffer the Bonds for sale or is unable to sell a substantial amount of the 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 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 Bonds.

DTC DEFINITIVE BONDS: After delivery, the 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 Bonds shall mean Cede & Co. and not the Beneficial Owners of the Bonds. Purchase of beneficial interests in the Bonds will be made in book-entry-only form (without registered Bonds) in principal denominations of $5,000 or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one or more fully registered Bonds of like principal amount for the Bonds. See "THE BONDS – Book-Entry-Only System" in the Preliminary Official Statement.

LEGAL OPINIONS: The District will furnish to the Initial Purchaser a transcript of certain certified proceedings incident to the issuance and authorization of the 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 has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the 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 Coats Rose, P.C., Bond Counsel, Dallas, Texas, to the effect that, based upon an examination of such transcript, the 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 Bondholders 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 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 Bonds is excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date of such opinion assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. 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 Bonds.

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 Bonds, (a) designated by the issuer as "qualified tax-exempt obligations" and (b) issued by 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 **will** designate the Bonds as "qualified tax-exempt obligations".

NO-LITIGATION CERTIFICATE: On the date of delivery of the Bonds to the Initial Purchaser, the District will execute and deliver to the Initial Purchaser, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner question the validity of the Bonds.

NO MATERIAL ADVERSE CHANGE: The obligation of the Initial Purchaser to take up and pay for the initial Bonds, and of the District to deliver the initial Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the initial Bonds, there shall have been no material adverse change in the financial condition of the District 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.

OFFICIAL STATEMENT

To assist the Initial Purchaser in complying with SEC Rule 15c2-12, 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 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 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 SEC 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 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 Bonds, as described above under "DELIVERY OF THE BONDS 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 Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the 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 Bonds) until all of the 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 Bonds, within the meaning of SEC Rule 15c2-12(a), 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 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(f)(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.

CONTINUING DISCLOSURE OF INFORMATION: The District will agree in the Bond Order to provide certain periodic information and notices of material events in accordance with SEC Rule 15c2-12, as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Initial Purchaser's obligation to accept and pay for the Bonds is conditioned upon delivery to the Initial Purchasers or their agent of a certified copy of the Bond Order containing the provisions described under such heading.

GENERAL CONSIDERATIONS

REGISTRATION: The Bonds are transferable on the bond register kept by the Paying Agent/Registrar upon surrender and reissuance. The Bonds are exchangeable for an equal principal amount of Bonds of the same maturity in any authorized denomination upon surrender of the Bonds to be exchanged, but the District may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

RISK FACTORS: THE BONDS INVOLVE CERTAIN INVESTMENT RISKS AS SET FORTH IN THE PRELIMINARY OFFICIAL STATEMENT. PROSPECTIVE PURCHASERS SHOULD CAREFULLY REVIEW THE ENTIRE PRELIMINARY OFFICIAL STATEMENT BEFORE MAKING THEIR INVESTMENT DECISION. PARTICULAR ATTENTION SHOULD BE GIVEN TO THE INFORMATION SET FORTH THEREIN UNDER THE CAPTION "RISK FACTORS."

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

By submission of a bid, the Initial Purchaser represents that the sale of the 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 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 Bonds, or in obtaining an exemption from registration or qualification, in any jurisdiction where such action is necessary, provided that the District shall not be required to file a general consent to service of process in any jurisdiction.

ADDITIONAL COPIES: Additional copies of the Official Notice of Sale, the Official Bid Form and the Preliminary Official Statement may be obtained from Cedar Creek Municipal Advisors, LLC, 4801 Woodway Drive, Suite 118-E, Houston, Texas 77056.

/s/ Brian Hall
President, Board of Directors
Midlothian Municipal Management District No. 2

September 14, 2026

CERTIFICATE OF INITIAL PURCHASER – FEDERAL TAX COMPETITIVE SALE REQUIREMENTS MET

The undersigned hereby certifies as follows with respect to the $7,615,000 Midlothian Municipal Management District No. 2 Unlimited Tax Utility Bonds, Series 2026 (the "Bonds"):

1. The undersigned is the underwriter or the manager of the syndicate of underwriters ("Initial Purchaser") which has purchased the Bonds from Midlothian Municipal Management District No. 2 (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 Bonds.

3. As of the Sale Date (defined below), the reasonably expected initial offering prices of the Bonds (the "Initial Offering Prices") to the public by the Initial Purchaser (expressed as a percentage of principal amount and exclusive of accrued interest) is as set forth below.

Maturity (September 1)	Principal Amount at Maturity	Price/Yield	Maturity (September 1)	Principal Amount at Maturity	Price/Yield
2028	$155,000	_____%	2040	$300,000	_____%
2029	165,000	_____%	2041	320,000	_____%
2030	175,000	_____%	2042	340,000	_____%
2031	185,000	_____%	2043	360,000	_____%
2032	195,000	_____%	2044	380,000	_____%
2033	205,000	_____%	2045	400,000	_____%
2034	215,000	_____%	2046	425,000	_____%
2035	230,000	_____%	2047	450,000	_____%
2036	240,000	_____%	2048	475,000	_____%
2037	255,000	_____%	2049	500,000	_____%
2038	270,000	_____%	2050	530,000	_____%
2039	285,000	_____%	2051	560,000	_____%

4. The Initial Purchaser [has] [has not] purchased bond insurance for the Bonds. Such 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 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 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 Bonds. The Sale Date of the Bonds is October 14, 2026.

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 Bonds from the gross income of their owners for federal income tax purposes.

EXECUTED AND DELIVERED this _____ day of _____ 2026.

_____

(Name of Initial Purchaser or Manager)

By

_____

Title

_____

CERTIFICATE OF INITIAL PURCHASER – FEDERAL TAX COMPETITIVE SALE REQUIREMENTS NOT MET

The undersigned hereby certifies as follows with respect to the $7,615,000 Midlothian Municipal Management District No. 2 Unlimited Tax Utility Bonds, Series 2026 (the "Bonds"):

1. The undersigned is the underwriter or the manager of the syndicate of underwriters ("Initial Purchaser") which has purchased the Bonds from Midlothian Municipal Management District No. 2 (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:

Maturity (September 1)	Principal Amount at Maturity	Price/Yield	Maturity (September 1)	Principal Amount at Maturity	Price/Yield
2028	$155,000	_____%	2040	$300,000	_____%
2029	165,000	_____%	2041	320,000	_____%
2030	175,000	_____%	2042	340,000	_____%
2031	185,000	_____%	2043	360,000	_____%
2032	195,000	_____%	2044	380,000	_____%
2033	205,000	_____%	2045	400,000	_____%
2034	215,000	_____%	2046	425,000	_____%
2035	230,000	_____%	2047	450,000	_____%
2036	240,000	_____%	2048	475,000	_____%
2037	255,000	_____%	2049	500,000	_____%
2038	270,000	_____%	2050	530,000	_____%
2039	285,000	_____%	2051	560,000	_____%

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"):

Maturity (September 1)	Principal Amount at Maturity	Price/Yield	Maturity (September 1)	Principal Amount at Maturity	Price/Yield
2028	$155,000	_____%	2040	$300,000	_____%
2029	165,000	_____%	2041	320,000	_____%
2030	175,000	_____%	2042	340,000	_____%
2031	185,000	_____%	2043	360,000	_____%
2032	195,000	_____%	2044	380,000	_____%
2033	205,000	_____%	2045	400,000	_____%
2034	215,000	_____%	2046	425,000	_____%
2035	230,000	_____%	2047	450,000	_____%
2036	240,000	_____%	2048	475,000	_____%
2037	255,000	_____%	2049	500,000	_____%
2038	270,000	_____%	2050	530,000	_____%
2039	285,000	_____%	2051	560,000	_____%

4. The Initial Purchaser [has] [has not] purchased bond insurance for the Bonds. Such 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 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 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 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 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 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 Bonds. The Sale Date of the Bonds is October 14, 2026.

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 Bonds from the gross income of their owners for federal income tax purposes.

EXECUTED AND DELIVERED this _____ day of _____ 2026.

_____
(Name of Initial Purchaser or Manager)

By _____

Title _____

ATTACHMENT A

OFFICIAL BID FORM

October 14, 2026

President and Board of Directors
Midlothian Municipal Management District No. 2
c/o Cedar Creek Municipal Advisors, LLC
Attn: Ryan Nesmith
4801 Woodway Drive, Suite 118-E
Houston, Texas 77056

Board Members:

We have read in detail the Official Notice of Sale and Preliminary Official Statement, which are hereby made a part hereof, of Midlothian Municipal Management District No. 2 (the "District") relating to its $7,615,000 Unlimited Tax Utility Bonds, Series 2026 (the "Bonds"). We realize that the Bonds involve certain investment risks and that the ability of the District to service the Bonds depends, in part, on the investment considerations set forth in the Preliminary Official Statement dated September 14, 2026. We have made such inspections and investigations as we deem necessary relating to the investment quality of the Bonds. Accordingly, we offer to purchase the Bonds for a cash price of $_____ (which represents _____% of the principal amount thereof), provided such Bonds bear interest at the following rates:

Maturity (September 1)	Principal Amount at Maturity	Interest Rate	Maturity (September 1)	Principal Amount at Maturity	Interest Rate
2028	$155,000	_____%	2040 (a)	$300,000	_____%
2029	165,000	_____%	2041 (a)	320,000	_____%
2030	175,000	_____%	2042 (a)	340,000	_____%
2031	185,000	_____%	2043 (a)	360,000	_____%
2032	195,000	_____%	2044 (a)	380,000	_____%
2033 (a)	205,000	_____%	2045 (a)	400,000	_____%
2034 (a)	215,000	_____%	2046 (a)	425,000	_____%
2035 (a)	230,000	_____%	2047 (a)	450,000	_____%
2036 (a)	240,000	_____%	2048 (a)	475,000	_____%
2037 (a)	255,000	_____%	2049 (a)	500,000	_____%
2038 (a)	270,000	_____%	2050 (a)	530,000	_____%
2039 (a)	285,000	_____%	2051 (a)	560,000	_____%

(a) The Bonds maturing on or after September 1, 2033, are subject to redemption and payment, at the option of the District, in whole or, from time to time, in part, on November 1, 2032, or on any date thereafter, at a price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption.

At the option of the Initial Purchaser, any or all of such serial maturities may be designated as term bonds ("Term Bonds") subject to mandatory sinking fund redemption provided that the mandatory sinking fund redemption amount in each year shall equal the amounts shown above as maturing in such year.

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

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

As part of our bid, we agree/disagree to pay the premium for the municipal bond guaranty insurance issued by _____ and the rating agency fee(s) of _____ of $_____.

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

Total Interest Cost from November 10, 2026	$_____
Plus: Dollar Amount of Discount (or Less: Dollar Amount of Premium)	$_____
NET INTEREST COST	$_____
NET EFFECTIVE INTEREST RATE	_____%

The initial 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 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 $152,300 (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 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 Bonds.

We agree to accept delivery of and make payment for the initial Bond in immediately available funds at the corporate trust office of BOKF, NA, Dallas, Texas not later than 10:00 A.M., Central Time, on November 10, 2026, or thereafter on the date the Bonds are tendered for delivery pursuant to the terms set forth in the Official Notice of Sale.

If the bidder is not a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, the District may not accept this bid until it has received from the bidder a completed and signed Texas Ethics Commission Form 1295 and Certification of Filing pursuant to Section 2252.908 of the Texas Government Code and the rules promulgated thereunder by the Texas Ethics Commission. The undersigned understands that failure to provide said form and Certification of Filing will result in a non-confirming bid and will prohibit the District from considering this bid for acceptance. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES" in the accompanying Official Notice of Sale.

By executing this Official Bid Form, the bidder represents and verifies that, pursuant to Chapter 2271 of the Texas Government Code, as amended, 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 bidder and any syndicate member that exist to make a profit, 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. The term "bidder" as used in this paragraph has the same meaning as the term "company" as set forth in Section 808.001(2) of the Texas Government Code, as such section is modified by Section 2271.001(2) of the Texas Government Code, as amended. Notwithstanding anything contained herein, the representations and covenants contained in in this paragraph shall survive the date of the Bonds until the statute of limitations has run, and that liability for breach of the representations and covenants contained herein shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision herein, notwithstanding any provision herein to the contrary.

By executing this Official Bid Form, the bidder represents and certifies that, pursuant to Chapter 2252 of the Texas Government Code, as amended, 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 bidder and any syndicate member that exist to make a profit (i) engages in business with Iran, Sudan, or any foreign terrorist organization, 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, as amended. The term "bidder" as used in this paragraph has the same meaning as the term "company" as set forth in Section 2270.0001 of the Texas Government Code, as amended. Notwithstanding anything contained herein, the representations and covenants contained in in this paragraph shall survive the date of the Bonds until the statute of limitations has run, and that liability for breach of the representations and covenants contained herein shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision herein, notwithstanding any provision herein to the contrary.

The undersigned further verifies that, pursuant to Chapter 2276, Texas Government Code, it, nor any wholly or majority-owned subsidiary, parent company or affiliate, does not boycott "energy companies" (as defined by Section 2276.001, Texas Government Code) and agrees it will not boycott energy companies through the delivery date of the Bonds. Additionally, pursuant to Chapter 2274, Texas Government Code, the undersigned certifies that it, nor any wholly or majority-owned subsidiary, parent company or affiliate, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, will not discriminate during the term of the contract (Date of Delivery of the Bonds) against a firearm entity or firearm trade association. At the request of the District, the undersigned agrees to execute further written certifications as may be necessary or convenient for the District to establish compliance with these laws. The term "bidder" as used in this paragraph has the same meaning as the term "company" set forth in Section 2274.001, Texas Government Code, as amended. Notwithstanding anything contained herein, the representations and covenants contained in in this paragraph shall survive the date of the Bonds until the statute of limitations has run, and that liability for breach of the representations and covenants contained herein shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision herein, notwithstanding any provision herein to the contrary.

Additionally, by executing this Official Bid Form, the bidder also verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, the bidder and each syndicate member listed on the Official Bid Form will (i) preserve all contracting information related to the bid as provided by the records retention requirements applicable to the District through the delivery date of the Bonds, (ii) promptly provide to the District any contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member on request of the District, and (iii) upon delivery of the Bonds to the bidder, either (a) provide at no cost to the District all contracting information related to the bid that is in the custody or possession of the bidder or any syndicate member or (b) preserve the contracting information related to the bid as provided by the records retention requirements applicable to the District. The term "contracting information" as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code. Notwithstanding anything contained herein, the representations and covenants contained in in this paragraph shall survive the date of the Bonds until the statute of limitations has run, and that liability for breach of the representations and covenants contained herein shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision herein, notwithstanding any provision herein to the contrary.

If the bidder is currently under review by the Texas Attorney General for being a potential discriminator or boycotter under (i) Section 2271.002 of the Texas Government Code, (ii) Section 2252.151 of the Texas Government Code, (iii) Section 2276.002 of the Texas Government Code, or (iv) Section 2274.002 of the Texas Government Code, the bidder agrees to provide, prior to the Date of Delivery of the Bonds, a bring-down certification that the Texas Attorney General can continue to rely on the bidder's standing letter and the statutory representations and covenants, in accordance with the requirements set forth in the All Bond Counsel Letter.

The liability for breach of any such verification during the term of the contract shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of the contract, notwithstanding anything in the contract to the contrary.

At the request of the District, the undersigned agrees to execute further written certifications as may be necessary or convenient for the District to establish compliance with these laws.

The undersigned agrees to complete, execute, and deliver to the District, by the date of delivery of the Bonds, a certificate relating to the "issue price" of the 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 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 Bonds in accordance with the securities laws and regulations of the jurisdictions in which the Bonds are offered or sold.

Respectfully submitted,

_____

_____

By: _____
Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Midlothian Municipal Management District No. 2 the 14th day of October 2026.

ATTEST:

Secretary, Board of Directors	President, Board of Directors

Return of $152,300 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.)

$7,615,000

MIDLOTHIAN MUNICIPAL MANAGEMENT DISTRICT NO. 2

UNLIMITED TAX UTILITY BONDS
SERIES 2026

BOND YEARS

Interest accrues from: Delivery Date

Due: September 1

Year	Amount	Bond Years	Accumulated Bond Years
2028	$155,000	280.2917	280.2917
2029	165,000	463.3750	743.6667
2030	175,000	666.4583	1,410.1250
2031	185,000	889.5417	2,299.6667
2032	195,000	1,132.6250	3,432.2917
2033	205,000	1,395.7083	4,828.0000
2034	215,000	1,678.7917	6,506.7917
2035	230,000	2,025.9167	8,532.7083
2036	240,000	2,354.0000	10,886.7083
2037	255,000	2,756.1250	13,642.8333
2038	270,000	3,188.2500	16,831.0833
2039	285,000	3,650.3750	20,481.4583
2040	300,000	4,142.5000	24,623.9583
2041	320,000	4,738.6667	29,362.6250
2042	340,000	5,374.8333	34,737.4583
2043	360,000	6,051.0000	40,788.4583
2044	380,000	6,767.1667	47,555.6250
2045	400,000	7,523.3333	55,078.9583
2046	425,000	8,418.5417	63,497.5000
2047	450,000	9,363.7500	72,861.2500
2048	475,000	10,358.9583	83,220.2083
2049	500,000	11,404.1667	94,624.3750
2050	530,000	12,618.4167	107,242.7917
2051	560,000	13,892.6667	121,135.4583

Total Bond Years: 121,135.4583

Average Maturity: 15.9075 years