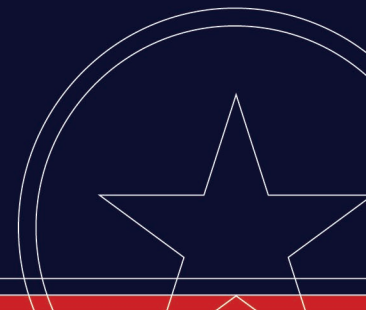




DeSoto Independent School District

Indicative Term Sheet

June 26th, 2025



The following Preliminary Term Sheet is presented for Discussion Purposes Only. This Preliminary Term Sheet is delivered to you with the understanding that neither this presentation nor any of its terms and substance shall be disclosed, directly or indirectly, to any other person except: (a) to your employees, agents and advisors who are directly involved in the consideration of this matter; and (b) as disclosure may be compelled in a judicial or administrative proceeding or as otherwise required by law or the Securities and Exchange Commission.

**DeSoto Independent School District
Indicative Term Sheet
June 26th, 2025**

Borrower: DeSoto Independent School District (“**Borrower**”)

Lender: Texas Capital Community Development Center (“**Lender**”)

Facility: \$20,000,000 Maintenance Tax Note (“**Note**”)

Purpose: To pay for (i) costs incurred in connection with paying maintenance and operations expenses related to cash flow deficits within the District’s general fund during Fiscal Year Ending June 30, 2026, (ii) costs of issuance related to the proposed note.

Maturity: March 15th, 2026

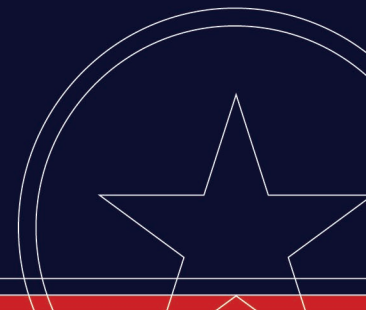
Interest Rate: **Option #1: 3.75% Tax-Exempt Fixed Pricing**
**Fixed pricing above is shown as a traditional bank fixed loan, assumes a fully funded loan at closing, and is subject to a make-whole call provision. Pricing is based on Lender’s Cost of Funds and market conditions as of June 25th, 2025, and is subject to change daily. Taxable option available upon request.*

Option #2: (SOFR1M + 1.12%) * 79% Tax-Exempt Variable Pricing
Equivalent to 4.30%, as of June 25th, 2025. Taxable option available upon request.

“SOFR” means Secured Overnight Financing Rate as administered by the [CME Group](#) (or a successor administrator) and published on the applicable [Term SOFR Benchmark](#) landing page of its website (or such other commercially available source providing such quotations as may be designated by the Lender from time to time). 1 Month Term SOFR as of June 25th, 2025, is 4.32%.

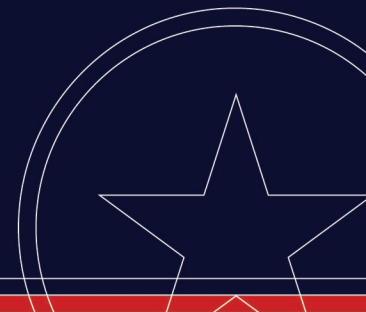
Default Rate: 2% in excess of the maximum possible Interest Rate then applicable as calculated above.

Tax exempt facilities can be structured as either a loan or security. If structured



as a security, the Facility must meet certain Lender required criteria, including, but not limited to, that it cannot trade through the DTC or have a CUSIP number.

Repayment:	Interest only through the life of the loan with all accrued interest and principal due upon maturity. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will accrue from the date of delivery.
Prepayment:	<p>Option #1: Subject to a make-whole call provision.</p> <p>Option #2: Ability to prepay at the end of any SOFR period.</p>
Upfront Fee:	None
Unused Fee:	None
Collateral:	The Note will be a direct obligation of the District payable from lawfully available funds of the District, including the levy and collection of a direct and continuing ad valorem tax levied for maintenance purposes.
Covenants:	Covenants of the Note will be in accordance with existing covenants of the District's bonded debt.
Reporting Requirements:	<p>Usual and customary for credit facilities of this type and typically provided on the MAC or EMMA websites, to include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Annual Audited Financial Statement within 180 days of FYE
Expenses:	The Borrower shall reimburse Lender for all reasonable expenses including, but not limited to, legal fees and any other due diligence expenses incurred in connection with the underwriting and/or closing of the facilities that the Lender reasonably requires.
Lender's Counsel:	<p>Jackson Walker, LLP Hoang Vu, Partner 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Email: hvu@jw.com Phone: (713) 446-9667</p> <p>Estimated fixed legal fees shall not exceed: \$3,500</p>
Conditions Precedent to Funding:	Usual and customary for credit facilities of this type, to include, but not limited to, the following:



- Resolution adopted by the District's Board of Trustees which contains all relevant provisions governing the financing (rate, term, amortization, security, prepayment provisions, and all other conditions and covenants as are usual and customary for transactions of the same general type);
- No Litigation Certificate;
- Purchase and Investment Letter executed by Purchaser prepared by Bond Counsel stating that Purchaser is a sophisticated investor, that the Note is being purchased for their own account and that the Purchaser complies with applicable State law; and
- Opinion of the Texas Attorney General as to validity of the Note under Texas Law; opinion of Bond Counsel to similar effect and as to tax-exemption of the interest on the Note for federal tax purposes.

Texas Capital appreciates the opportunity to submit this proposal to you. Please contact me by telephone at (337) 842-3168 or by email at Elijah.Broussard@texascapitalbank.com, if you have any questions regarding our proposal.

DESOTO INDEPENDENT SCHOOL DISTRICT

ACCEPTED AND AGREED ON: _____, 2025

By: _____

Name: _____

Title: _____

TEXAS CAPITAL



Elijah Broussard
Vice President, Relationship Manager
Government, Nonprofit, & Institutions ("GNI")



Standing Representation Letter to Syndicate Representatives

February 18, 2025

Representatives of Underwriting Syndicates for Texas Municipal Securities Offerings c/o
Municipal Advisory Council of Texas
600 West 8th Street Austin, TX
78701

Ladies and Gentlemen:

The undersigned companies, Texas Capital Bank and TCBI Securities, Inc., doing business as Texas Capital Securities, (each individually, a “*Company*” and together, the “*Companies*”) are interested in becoming a member of syndicates formed from time to time to underwrite offerings of securities issued by governmental entities of the State of Texas that are subject to sections 2252.152, 2271.002, 2274.002, and/or 2276.002 of the Texas Government Code, as amended, and represents to and authorizes representatives of such syndicates (the “*Representative*”) as follows.

Attached is a standing representation letter (the “*Standing AG Letter*”) from the Companies to the Office of the Attorney General of Texas. The Companies hereby verify that neither Company has modified nor revoked the Standing AG Letter.

The Companies hereby represent that it is a publicly traded business entity or a wholly owned direct or indirect subsidiary of a publicly traded business entity, unless checked here as inapplicable: ☐ inapplicable.

Representatives are authorized to make the foregoing representation, unless inapplicable, and the contractual verifications recommended by the Municipal Advisory Council of Texas (“*MAC*”) in its [Updated Recommendations for Compliance with Texas BPA Verification and Representation Requirements](#) (December 1, 2023), (the “*Recommendations*”) on behalf of each Company in any bid for or contract to buy securities for which any such syndicate in which the Company participates is formed, so long as the Company has not withdrawn or failed to verify the continued effectiveness of this letter on MAC’s website or notified the Representatives in writing that this letter is no longer true or effective.

Each Company represents that the text of this letter conforms to the form of standing representation and authorization letter recommended by MAC in the *Recommendations*.

Sincerely,

TCBI Securities, Inc. DBA Texas Capital Securities

Signed by:
By: Steven Genyk
BE5E79D14ABC472...

Steven Genyk, Managing Director, Head of Public Finance

Texas Capital Bank

DocuSigned by:
By: Jason Consoli
A6B11BA101B04BA...

Jason Consoli, Managing Director, Head of NFP Government and Institutions - GNI

Attachment—Standing Representation Letter to Office of Attorney General

2000 McKinney Ave., Suite 700
Dallas, TX 75201
214.932.6622



Standing Representation Letter to Attorney General

February 18, 2025

Via email: PFDSupport@oag.texas.gov

Office of the Attorney General of Texas:

For all covered contracts for goods or services with the undersigned company and submitted as part of the record of public security proceedings, the company, for purposes of sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, hereby verifies that the company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- 1) Do not boycott energy companies and will not boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- 2) 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 during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.
- 3) Do not boycott Israel and will not boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- 4) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

"Affiliate" means any entity that controls, is controlled by, or is under common control with the company within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

Nothing in the forgoing verifications is intended or shall be construed to create a contractual undertaking. Contractual verifications will be made in the covered contracts.

The undersigned understands that the Office of the Attorney General of Texas may rely on and is receiving the information in this letter in its review and approval of public securities under Texas law. Should a change occur that renders this letter ineffective, the company shall notify the Public Finance Division immediately by email to PFDSupport@oag.texas.gov, with the phrase "Ineffective Standing Letter" in the subject heading.

~~TCB Securities, Inc. DBA Texas Capital Securities~~

By: Steven Genyk
BE5E79D14ABC472...

Steven Genyk, Managing Director, Head of Public Finance

~~Texas Capital Bank~~

By: Jason Consoli
A6B11BA101B04BA...

Jason Consoli, Managing Director, Head of NFP Government and Institutions - GNI

2000 McKinney Ave., Suite 700
Dallas, TX 75201
214.932.6622