

CERTIFICATE FOR ORDER

I, the undersigned officer of the Valley View Independent School District (the "District"), hereby certify as follows:

1. The Board of Trustees of the District (the "Board") convened in a Special (regular or special) meeting on 8-4-2025 (date), at the regular meeting place thereof within the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Alan Kassen	President
Eric Vann	Vice President
Catherine Ritchey	Secretary
Chris Byrom	Trustee
Kristen Tarrant	Trustee
Charlie Pickett	Trustee
Brian Hoffman	Trustee

and all of such persons were present, except A. Kassen, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: a written

ORDER CALLING SCHOOL BUILDING BOND ELECTION

was duly introduced for the consideration of such Board. It was then duly moved and seconded that such order be adopted; and, after due discussion, such motion, carrying with it the adoption of such order, prevailed and carried by the following vote:

6 Ayes 0 Noes 0 Abstained

2. That a true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that such order has been duly recorded in the Board's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the order would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

[Signature page follows]

SIGNED AND SEALED this 8.4.2025.


Secretary, Board of Trustees

(DISTRICT SEAL)

**A RESOLUTION TO APPROVE A CONTINGENCY FEE ENGAGEMENT
LETTER WITH LEON ALCALA, PLLC TO SERVE AS BOND COUNSEL
AND OTHER RELATED MATTERS**

WHEREAS, the Board of Trustees (the "Board") of the Valley View Independent School District (the "Issuer") anticipates accessing the public or private markets from time to time to issue securities to finance certain capital expenditures of the Issuer or to refinance securities previously issued by the Issuer, which will require the Issuer to comply with various laws and administrative rules related thereto;

WHEREAS, the Board requires legal counsel that specializes in public finance matters and is well versed in providing bond counsel legal services pertaining to the Issuer's issuance of securities;

WHEREAS, the payment of legal services in connection with the issuance of municipal securities shall be contingent on the Issuer's successful issuance of such securities and shall be payable from proceeds of such securities;

WHEREAS, the Board desires to engage Leon Alcala, PLLC to provide the Issuer with bond counsel legal services on all of the Issuer's publicly offered or privately placed securities issues and an engagement agreement for bond counsel legal services pertaining to the Issuer's anticipated future issuances of securities is attached hereto as Exhibit A (the "Engagement Agreement");

WHEREAS, Subchapter C of Chapter 2254 of the Texas Government Code ("Chapter 2254") requires that a political subdivision of the State, including the Issuer, enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within Chapter 2254; (ii) the governing body of the political subdivision approved such contract in an open meeting called for the purposes of considering such contract; (iii) the governing body of the political subdivision has stated in writing certain findings made by the governing body upon the approval of such contract; and (iv) the Texas Attorney General need not approve the Engagement Agreement pursuant to the exception provided by Section 2254.102(e) of the Texas Government Code;

WHEREAS, the Issuer caused notice of this resolution (the "Resolution"), this meeting, and certain provisions enumerated within Chapter 2254 to be provided to the public in accordance with the Texas Open Meetings Act and Chapter 2254;

WHEREAS, the meeting at which this Resolution is being considered is an open meeting called, in part, for the purposes of considering (i) the need for obtaining the bond counsel legal services that are the subject of the Engagement Agreement, (ii) the terms of the Engagement Agreement, (iii) the competence, qualifications, and experience of Leon Alcala, PLLC, and (iv) the reasons the Engagement Agreement is in the best interest of the residents of the Issuer and in compliance with Chapter 2254; and

WHEREAS, the Board hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF VALLEY VIEW INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 2. The Board hereby finds that: (i) there is a substantial need for the bond counsel legal services that are the subject of the Engagement Agreement with Leon Alcala, PLLC; (ii) the Issuer does not currently employ attorneys and supporting personnel qualified to provide bond counsel legal services; (iii) the bond counsel legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the bond counsel legal services will be obtained and without imposing an unnecessary cost and burden on the Issuer's finances; and (iv) the relationship between the Issuer or the Board and Leon Alcala, PLLC is not improper and would not appear improper to a reasonable person.

SECTION 3. Based on the findings by the Board described above, the Board hereby approves the Issuer entering into the Engagement Agreement with Leon Alcala, PLLC and authorizes the District's Superintendent, the President of the Board and/or their designees to execute the Engagement Agreement and to request a transfer of the District's files from the District's prior bond counsel and/or other counsel whom may have client files relating to the District's public securities.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

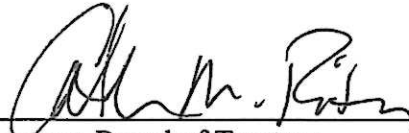
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PASSED, ADOPTED AND APPROVED on this 8.4.2025.



President, Board of Trustees

ATTEST:



Secretary, Board of Trustees

EXHIBIT A

Engagement Agreement

[To be attached]

LEON | ALCALA

ATTORNEYS AT LAW

August 4, 2025

Mr. James Womack, Superintendent
Valley View Independent School District
106 Newton
Valley View, TX 76272-9716

Re: *Bond Counsel Services for Valley View Independent School District*

Dear Mr. Womack:

We are very pleased to have the opportunity to serve as bond counsel for the Valley View Independent School District (the "District" or the "Client"). This engagement letter and the Standard Terms of Engagement attached hereto (collectively, the "Agreement") will set out the terms under which Leon Alcala, PLLC ("Bond Counsel") will serve as bond counsel with respect to bonds and other obligations that the District intends to issue, subject to voter approval, as necessary, and with respect to any equipment notes or similar contractual obligations, tax and/or revenue notes and for any refunding or variable rate bonds of the District, whether currently outstanding or to be issued. Such bonds, notes and obligations are collectively referred to in this letter as the "Bonds."

The following is based on our standard form of engagement letter. We do not intend this letter to be difficult to understand or filled with "legalese." Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the District.

1. Scope of Services. Bond Counsel shall perform the following legal services:
 - (1) Analysis of the structure of the Bonds under Texas law and, if applicable, the eligibility to finance with tax-exempt bonds under federal tax law.
 - (2) Consultation with representatives of the District, the financial adviser, underwriters, underwriters' counsel, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
 - (3) Preparation of documents to be adopted or entered into by the District required for the authorization, sale and issuance of the Bonds (excluding, if applicable, the Bond Purchase Agreement to be prepared by underwriters' counsel), including preparation of the Bond Order or other authorizing instruments, Paying Agent/Registrar Agreement, Escrow Agreement and the other Bond Documents (the "Major Legal Documents").
 - (4) Preparation of the Continuing Disclosure Agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

(5) Preparation of summaries of the Major Legal Documents in the Official Statement.

(6) Attendance at such meetings or hearings of the District and group meetings or conference calls as the District may request.

(7) Preparation of final closing papers to be executed by the District required to effect delivery of the Bonds and coordination of the Bond closing.

(8) Rendering of Bond Counsel's customary form of final legal opinion to the District on the validity of the Bonds and, if applicable, the tax-exempt status of interest thereon and, if applicable, customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in any Official Statement of the Major Legal Documents and, if applicable, the tax portion of said final legal opinion and certain other matters, if applicable.

(9) Preparation and dissemination of electronic closing transcripts.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the District and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly on any Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content or dissemination of the Official Statement (except as may be otherwise explicitly set forth in our formal closing opinion(s)). Bond Counsel services do not include any financial advice, analysis of data or mathematical verification. Also, Bond Counsel services will not include services related to rebate or other post issuance tax compliance, disclosure counsel services, or continuing disclosure counsel services (although Bond Counsel may be available for separate engagement to provide any or all of such services pursuant to separate contract). The Client agrees that Bond Counsel may, to the extent Bond Counsel determines same is necessary, utilize special tax or other co-counsel from time to time in performing the services contemplated hereunder; provided, however, that the fees and expenses due from the Client for all services and related expenses shall be limited to the amounts contemplated herein.

2. Fees. Except as otherwise mutually agreed, Bond Counsel's fees and expenses shall be as set forth in Sections 2 through 4 hereof. Bond Counsel will be paid a fixed fee for each series of Bonds issued by the District equal to the sum of \$22,500, plus \$0.75 per \$1,000 of the principal of and any net premium on Bonds issued, subject to the adjustments described in this Section. For legal services related to Bond and other elections, Bond Counsel will also be paid a fixed fee of \$15,000 for all work relating to the conduct of each election (which shall only be due

and payable at the time of the issuance of Bonds). For legal services related to cash defeasances/redemptions, Bond Counsel will be paid a fixed fee of \$5,000 (which shall only be due and payable at the time of funding for the defeasance/redemption). Further, the fixed amounts described herein will be subject to an annual adjustment not to exceed 3% to account for inflation for each year following the year this Agreement is executed. The fees and expenses described herein shall not apply to conduit financings, derivatives, hedges, credit agreements or other non-traditional debt instrument transactions and for such transactions and all other services, Bond Counsel and the District shall mutually agree upon the appropriate fees and expenses for such transactions or services.

3. Expenses. In addition to the fees provided above, the District will pay Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) Texas Attorney General review fees, third-party translation services related to a bond election, filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the District, but if paid by the Bond Counsel on behalf of the District, shall be reimbursed to Bond Counsel on demand. Payment in respect of such costs and expenses will be fixed at \$1,500, exclusive of the Texas Attorney General review fees, third-party translation services related to a bond election and extraordinary expenses, provided, however, that any extraordinary expenses shall be approved by the District prior to such expenses being incurred.

4. Payment. Fees and expenses shall be payable by the District within seven (7) days after the issuance of each series of Bonds. Payment of all fees and expenses hereunder shall be made from proceeds of the Bonds, or otherwise as mutually determined by the District and Bond Counsel and shall be entirely contingent upon issuance of each series of Bonds.

5. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause.

6. Nature of Engagement; Client Relationships with Other Parties. The role of Bond Counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, lenders, contractors, suppliers, financial and other consultants/advisors and others who may have a role or interest in the Bond financing or that may be involved with or adverse to the District in this or some other matter. Bond Counsel agrees not to represent any such entity in

connection with the Bond financing, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, District acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and the District specifically consents to any and all such relationships.

7. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and Bond Counsel.

8. Legislative Contracting Requirements.

Pursuant to Section 2271.002 of the Texas Government Code, Bond Counsel certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term hereof. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

If Bond Counsel is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Bond Counsel verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

Bond Counsel verifies that: (1) it does not, and will not for the duration hereof, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply hereto. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

9. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

If the foregoing and the attached Standard Terms of Engagement are acceptable to the District, please so indicate by returning the enclosed copy of this letter, signed by an authorized officer, and retain an original for your files. Thank you again for this opportunity. We look forward to working with you.

[Signature page follows]

LEON ALCALA, PLLC

By: 

Sara Hardner Leon, Partner

VALLEY VIEW INDEPENDENT SCHOOL
DISTRICT

By: 

Title: SUPERINTENDENT

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Bond Counsel, the following provisions shall apply to the relationship between Bond Counsel and the Client.

1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the matters described in the engagement letter (collectively, the "Matter"), we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

2. Scope of Engagement

The scope of Bond Counsel's representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Bond Counsel may in their mutual discretion agree to from time to time. In each case, Bond Counsel's agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Bond Counsel may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Bond Counsel and Client entered into in connection with such expansion of the scope of Bond Counsel's representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Bond Counsel's current representation of the Client and to any subsequent matters that Bond Counsel agrees to undertake on the Client's behalf.

3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client's adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to many clients, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Bond Counsel's current practice areas and the industries in which we represent clients can be found on Bond Counsel's web site at www.leonalcala.com.) We will, of course, hold in confidence the Client's secrets and

confidences. Similarly, the Client understands that while Bond Counsel may obtain confidential information from other clients that may be of interest to the Client, Bond Counsel cannot share such information with the Client. The Client acknowledges that the Client has had the opportunity to consult with its in-house or separate counsel about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Bond Counsel from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (including our internal counsel, if any, other firm lawyers working with our internal counsel who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Bond Counsel and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Bond Counsel and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Bond Counsel's own attorney client privilege.

5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Bond Counsel for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached. Our bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached or unless we otherwise agree on a fee structure for work performed or to be performed, our fees are based on the amount of time we spend on the Matter. Each Bond Counsel attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Bond Counsel's direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Bond Counsel's disbursement policies is available upon request.

Unless special arrangements are made, Bond Counsel does not take responsibility for paying fees and expenses of third parties, which will be the Client's responsibility and may be billed directly to the Client.

If any claim or action is brought against Bond Counsel or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Bond Counsel or any current or former attorney or employee of Bond Counsel is asked or required by a third party to testify or produce documents as a result of Bond Counsel's representation of the Client, the Client agrees to pay Bond Counsel for any resulting costs or expenses, including Bond Counsel's time, even if Bond Counsel's representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Bond Counsel.

The obligation to timely pay our bills is solely the Client's and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client's receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Bond Counsel may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Bond Counsel also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Bond Counsel's advice on a material matter, or any fact or circumstance that arises, in Bond Counsel's view, renders our continuing representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

8. Date of Termination

Bond Counsel's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Bond Counsel's withdrawal from the representation, (iii) the substantial completion of Bond Counsel's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

9. Client Files (Cloud Storage, Retention and Disposition)

Bond Counsel recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Bond Counsel may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Bond Counsel not to do so. If the Client requests or directs Bond Counsel to use cloud computing services other than those services provided by Bond Counsel, the Client agrees that Bond Counsel is not responsible for, and agrees to indemnify and hold Bond Counsel harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Bond Counsel may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Bond Counsel determines it appropriate to dispose of materials relating to the Matter, Bond Counsel will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that “materials” include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. Disputes

Although we think it is unlikely, a dispute could arise between us regarding some aspect of the engagement and Bond Counsel’s representation of the Client. Any such dispute, whether a claim by the Client against Bond Counsel or by Bond Counsel against the Client, including claims for unpaid fees and charges, negligence, quality of services, breach of contract or fiduciary duty, fraud or any other claims arising out of or relating to any aspect of the engagement, this agreement, or our representation of the Client is referred to herein as a “Dispute.” We agree to attempt, in good faith, to resolve all Disputes amongst ourselves prior to pursuing formal dispute resolution proceedings.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call toll free 1.800.932.1900.

11. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Bond Counsel with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Bond Counsel has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

ATTACHMENT – TEXAS LAWYER'S CREED

THE TEXAS LAWYER'S CREED A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
 2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
 3. I commit myself to an adequate and effective pro bono program.
 4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
 5. I will always be conscious of my duty to the judicial system.
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II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
 6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
 7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
 8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
 9. I will advise my client that we will not pursue any course of action which is without merit.
 10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
 11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
-

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchermann, Jr.
Judges

LEON | ALCALA

ATTORNEYS AT LAW

August 1, 2025

Via FedEx

Mr. James Womack
Superintendent
Valley View Independent School District
106 Newton Street
Valley View, TX 76272

Re: Valley View Independent School District
November 2025 Bond Election (the "Election")

Dear Mr. Womack:

In connection with the referenced Election, enclosed please find the following documents tabbed for execution:

1. Certificate for Election Order*
2. Election Order
3. Engagement Resolution
4. Engagement Letter

The signature pages will need original signatures from the following officials and will need to be sealed or notarized where marked:

- **Yellow Sign Here:** Board Secretary
- **Blue Sign Here:** Board President
- **Red Sign Here:** Superintendent
- **Purple:** Affix District's Seal

**If you do not have an ink seal, please shade, in pencil, the areas where the District's seal appears, so that the seal remains visible when the signature pages are scanned. If you do not have a seal, please apply white out on the areas of the signature pages calling for the District's seal.*

Please scan the signed documents to our team at LABondGroup@leoncalca.com. Once the scanned versions have been emailed to us, please then return the original signed documents in the included pre-paid FedEx envelope. If you would prefer to use US Mail or another delivery service, please overnight the signed documents to:

Ben Morse
Leon Alcala, PLLC
1114 Lost Creek Boulevard, Suite 420
Austin, TX 78746

Please feel free to call or email me or Mick Williams in our office with any questions at bmorse@leoncalca.com/(512) 637-4296 or mwilliams@leoncalca.com/(512) 637-4244.

Very truly yours,

A handwritten signature in black ink, appearing to read 'BM', is written over a horizontal line.

Ben Morse

Enclosures

ORDER CALLING SCHOOL BUILDING BOND ELECTION

WHEREAS, the Board of Trustees (the "Board") of the Valley View Independent School District (the "District") has the power to issue bonds pursuant to Chapter 45, Texas Education Code; and

WHEREAS, the Board has determined that it is necessary and appropriate to call and conduct an election to obtain voter authorization for the issuance of such bonds; and

WHEREAS, the District may enter into one or more election agreements (the "Election Agreements") with Cooke County (the "County"), by and through the County's election administrator or other election officer (the "Administrator") and possibly other political subdivisions (the "Participants"), in accordance with the laws of the State of Texas (the "State") and applicable federal law.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE VALLEY VIEW INDEPENDENT SCHOOL DISTRICT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. An election (the "Election") shall be held on November 4, 2025 ("Election Day"), which is seventy-eight (78) or more days from the date of the adoption of this order (the "Election Order"), within and throughout the territory of the District at which all resident, qualified electors of the District shall be entitled to vote. The Board hereby finds that holding the Election on such date is in the public interest. The hours during which the polling places are to be open on Election Day shall be from 7:00 a.m. to 7:00 p.m.

Section 2. Polling Places; Election Officers. One or more school election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the school election precincts as identified in Exhibit A attached hereto. Unless inconsistent with the Election Agreements, a single precinct is designated to cover the District in the event that precincts are not specified within Exhibit A. The precinct judges and alternate judges for the Election shall be appointed in accordance with the Texas Election Code (the "Election Code").

In the event that the Superintendent, or the Superintendent's designee, shall determine from time to time that (a) a polling place hereafter designated shall become unavailable or unsuitable for such use, or it would be in the District's best interests to relocate such polling place, or (b) a presiding judge or alternate presiding judge hereafter designated shall become unqualified or unavailable, the Superintendent, or the Superintendent's designee, is hereby authorized to designate and appoint in writing a substitute polling place, presiding judge or alternate presiding judge, and correct or modify the exhibits to this Election Order, giving such notice as is required by the Election Code and as deemed sufficient.

Section 3. Proposition(s). At the Election there shall be submitted to the resident, qualified electors of the District the following proposition (the "Proposition"):

Valley View Independent School District - Proposition A

Shall the Board of Trustees (the "Board") of the Valley View Independent School District (the "District") be authorized to issue bonds of the District, in one or more series or installments, in the amount of \$65,000,000 for the construction, acquisition, rehabilitation, renovation, expansion and equipment of school buildings (with priority given to a new high school), which bonds shall mature, bear interest and be issued and sold in accordance with law at the time of issuance; and shall the Board be authorized to levy, impose and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds, and the costs of any credit agreements (including credit agreements executed or authorized in anticipation of, in relation to, or in connection with the bonds), all as authorized by the constitution and laws of the State of Texas and the United States of America?

Section 4. Ballots. The ballots shall conform to the requirements of the Election Code and shall allow voters to vote "For" or "Against" the following ballot measure:

Valley View Independent School District - Proposition A
THIS IS A PROPERTY TAX INCREASE.

The issuance of \$65,000,000 of bonds for the construction, acquisition, rehabilitation, renovation, expansion and equipment of school buildings (with priority given to a new high school), and the levy and imposition of taxes sufficient to pay the principal of and interest on the bonds.

Section 5. Voting. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this Section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this Section). As required by the Election Code, the District shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Paper ballots may be used for early voting by mail.

Each voter desiring to vote in favor of the Proposition shall mark the ballot indicating "For" the Proposition, and each voter desiring to vote against the Proposition shall mark the ballot indicating "Against" the Proposition. Voting will be conducted in accordance with the Election Code.

Section 6. Early Voting. The Board hereby appoints the Administrator as the regular early voting clerk. Early voting, both by personal appearance and by mail, will be conducted in accordance with the Election Code. Early voting by personal appearance shall be conducted at the locations, on the dates and at the times as shown in **Exhibit B**. For the use of those voters who are entitled by law to vote early by mail, the early voting clerk shall provide each voter with a ballot

with instructions to mark the ballot indicating his or her vote "For" or "Against" the Proposition. The contact information for the Administrator (including the mailing address to which ballot applications and ballots voted by mail may be sent) is as follows:

Name: Pam Harrison

Phone: (940) 668-5437

Official Mailing Address: 101 South Dixon, Room 108, Gainesville, Texas 76240

Physical Address: 101 South Dixon, Room 108, Gainesville, Texas 76240

E-mail Address: Elections@co.cooke.tx.us and Pam.Harrison@co.cooke.tx.us

Phone Number: 940-668-5437

Fax Number: 940-668-5522

Website Address: <https://www.co.cooke.tx.us/page/cooke.elections>

The Administrator is hereby authorized and directed to designate the early voting ballot board and other officers required to conduct early voting for the Election.

Section 7. Conduct of Election. The Election shall be conducted by election officers, including the judges and alternate judges or clerks appointed by the Board, in accordance with the Election Agreements, the Education Code, the Election Code and the Constitution and laws of the State and the United States of America. The President of the Board of Trustees, the Superintendent, and their respective designees, are authorized to enter into, execute and deliver one or more Election Agreements, in accordance with applicable provisions of the Election Code. The terms and provisions of each Election Agreement are hereby incorporated into this Election Order and are hereby approved. To the extent of any conflict between this Election Order and an Election Agreement, the terms and provisions of the Election Agreement shall prevail, and the President of the Board of Trustees, the Superintendent, and their respective designees, are authorized to make such corrections, changes, revisions and modifications to this Election Order, including the exhibits hereto, as are deemed necessary or appropriate to conform to the Election Agreement, to comply with applicable state and federal law and to carry out the intent of the Board, as evidenced by this Election Order. The Administrator shall be responsible for establishing the central counting station for the ballots cast in the Election and appointing the personnel necessary for such station.

Section 8. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in English and Spanish (as well Chinese and/or Vietnamese if required by applicable law) and persons capable of acting as translators in English and Spanish (as well Chinese and/or Vietnamese if required by applicable law) shall be made available to assist voters in understanding and participating in the election process.

Section 9. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. The ballots shall be counted by one or more teams of election officers assigned by the presiding judges, each team to consist of two or more election officers. After completion of his responsibilities under the Election Code, including the counting of the voted ballots and the tabulation of the results, the presiding judge shall make a written return of the Election results to the District in accordance with the Election Code. The Board shall canvass the returns and declare the results of the Election.

If a majority of the resident, qualified electors of the District voting at the Election, including those voting early, shall vote in favor of the Proposition, then the issuance and sale of the bonds described in the Proposition shall be authorized in the maximum amount contained therein, and the bonds shall be issued and sold at the price or prices and in such denominations determined by the Board to be in the District's best interest. Proceeds of bonds issued and sold pursuant to the Proposition shall be used in accordance with any limitations imposed by Section 45.003(g), Education Code and any unspent proceeds shall be used in accordance with Section 45.1105, Education Code.

Section 10. Training of Election Officials. Pursuant to the Election Code, a public school of instruction for all election officers and clerks may be held as arranged or contracted by the Administrator.

Section 11. Notice of Election; Voter Information Document. Notice of the Election shall be given in the manner required by the Election Code and other applicable law. To the extent required by law, the notice of the Election shall include the District's internet website address, which is <https://www.vvisd.net/>.

A voter information document for the Proposition in the form attached hereto as Exhibit C is hereby approved, together with such revisions as may be approved by the Superintendent or the Superintendent's designees, and shall be posted and provided in accordance with law.

Section 12. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Election Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for a least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the District in connection with providing such notice, both as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Election Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 13. Mandatory Statement of Information. (a) Pursuant to Section 3.009, Texas Election Code: (i) the proposition language that will appear on the ballot is set forth in Section 4 of this Election Order, (ii) the purposes for which the bonds are to be authorized are set forth in Section 3 of this Election Order, (iii) the principal amount of bonds to be authorized is set forth in Section 3 of this Election Order, (iv) if the issuance of bonds is authorized by voters, taxes sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the costs of any credit agreements may be imposed, as set forth in Section 3 of this Election Order, (v) bonds authorized pursuant to this Election Order may be issued to mature over a specified number of years not to exceed the lesser of forty (40) years or the maximum number of years authorized by law and bearing interest at the rate or rates (not to exceed 15%), as authorized by law and determined by the Board, (vi) as of the date of the adoption of this Election Order, the aggregate amount of outstanding principal of the District's debt obligations is \$[11,842,000.00] and the aggregate amount of outstanding interest on the District's debt obligations is

\$[2,330,199.91], and (vii) the District's ad valorem debt service tax rate as of the date of this Election Order is \$[0.1515] per \$100 valuation of taxable property.

(b) Based upon market conditions as of the date of this Election Order, the net effective interest rate for any series of the bonds is estimated to be [5.50]%. Such estimate is provided as a matter of information but is not a limitation on the maximum interest rate at which the bonds, or any series thereof, may be sold. In addition, the estimate contained in this subsection (b) is (i) based on certain assumptions (including assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 3.009, Texas Election Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to and does not give rise to a contract with voters or limit the authority of the Board to issue bonds in accordance with the Proposition submitted by this Election Order.

Section 14. Authority of the Superintendent. The Superintendent shall have the authority to take, or cause to be taken, all reasonable or necessary actions to ensure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed. Without limiting the generality of the immediately preceding sentence, the Superintendent and the Superintendent's designees are hereby authorized to complete and update, as necessary, the exhibits hereto with the necessary information as same is made available to the District.

Section 15. Authorization to Execute. The President or Vice President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Election Order on behalf of the Board; and the President or Vice President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 16. Effective Date. This Election Order is effective immediately upon its passage and approval.

[Signature page follows]

PASSED AND APPROVED this August 4, 2025.

A stylized, handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

President, Board of Trustees

ATTEST:

A handwritten signature in black ink, appearing to read 'Adrian R. King', with a long horizontal stroke at the end.

Secretary, Board of Trustees

EXHIBIT A¹

Election Day Polling Place Information

Election Day/Hours: November 4, 2025/7:00am to 7:00 pm

Election Day Polling Location(s):

Precinct	Location	Address	City	Zip Code
1 - 1C	Cooke County Courthouse Annex	112 South Dixon St.	Gainesville	76240
2	First Christian Church	401 N. Dixon Street	Gainesville	76240
3	Crossroads Baptist Church	2201 W. California St.	Gainesville	76240
4 - 4C	Hillcrest Church of Christ	1712 E. O'Neal Street	Gainesville	76240
6	Callisburg Community Club	92 McDaniel Street	Whitesboro (Callisburg)	76273
7	Tabernacle Baptist Church	305 CR 194	Gainesville	76240
8	Woodbine Baptist Church	245 CR 211	Gainesville (Woodbine)	76240
10	Cross Timbers Church	6134 FM 922	Valley View	76272
11	Valley View Baptist Church	504 North Lee	Valley View	76272
12	Era Community Center	102 Malone Street	Era	76238
17	Muenster VFW	136 Ash Street	Muenster	76252
18	First Baptist Church	121 North Pecan Street	Muenster	76252
21	Conrad Hall	431 Ash Street	Lindsay	76250
22	Lake Kiowa Lodge	905 West Kiowa Drive	Lake Kiowa	76240
33	Moss Lake Fire Station	160 FM 1201 EXT	Gainesville (Moss Lake)	76240

¹ This Exhibit shall be updated by the Superintendent, the Superintendent's designee(s) and/or the District's Bond Counsel with information as and when received from the County.

EXHIBIT B²

Early Voting Polling Place Information

Early Voting Dates and Times:

Monday, October 20, 2025 through Friday, October 24, 2025: 8:00am to 6:00pm

Monday, October 27, 2025 through Wednesday, October 29, 2025: 8:00am to 6:00pm

Thursday, October 30, 2025 through Friday, October 31, 2025: 7:00am to 7:00pm

Main/Sole Early Voting Polling Place:

Cooke County Courthouse Annex, 112 South Dixon Street, Gainesville, TX 76240

² This Exhibit shall be updated by the Superintendent, the Superintendent's designee(s) and/or the District's Bond Counsel with information as and when received from the County.

EXHIBIT C³

VOTER INFORMATION DOCUMENT

Valley View Independent School District - Proposition A
THIS IS A PROPERTY TAX INCREASE.

The issuance of \$65,000,000 of bonds for the construction, acquisition, rehabilitation, renovation, expansion and equipment of school buildings (with priority given to a new high school), and the levy and imposition of taxes sufficient to pay the principal of and interest on the bonds.

- ☐ For
☐ Against

1. Principal of the debt obligations to be authorized	\$65,000,000.00
2. Estimated interest for the debt obligations to be authorized	\$[Prop A Interest]
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	\$[Prop A Total DS]
4. Principal of all outstanding debt obligations of the District*	\$[11,842,000.00]
5. Estimated remaining interest on all outstanding debt obligations of the District*	\$[2,330,199.91]
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the District*	\$[14,172,199.91]
7. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the governing body of the District	\$0.00
8. Other information that the District considers relevant or necessary to explain the foregoing information	See major assumptions listed below.

* As of the date of adoption of the District's Bond Election Order.

Major assumptions for statements above, including statement 7:

(1) Assumed amortization of the District's debt obligations, including outstanding debt obligations and the proposed debt obligations:

³ This Exhibit shall be updated by the Superintendent and/or the Superintendent's designee(s) in consultation with the District's Bond Counsel as to legal sufficiency.

Term	Proposed Principal	Proposed Interest (Estimated)	Total Proposed Debt Service	Total Proposed Debt Service + Existing Debt Service
<input type="checkbox"/> Years	\$65,000,000.00	\$(Prop A Interest]	\$(Prop A Total DS]	\$(Prop A Total DS + Outstanding Principal + Outstanding Interest]

- (2) Assumed changes in estimated future appraised values within the District: ☐.
- (3) Assumed interest rate on the proposed debt obligations: ☐.

The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the District to issue bonds in accordance with the Proposition contained in this Voter Information Document.

