



**SHAWNEE PUBLIC SCHOOLS
SHAWNEE, OKLAHOMA
PRELIMINARY FINANCING TERM SHEET
SEPTEMBER 10, 2026**

- 1. BORROWER:** Shawnee Public Schools, Shawnee, Oklahoma (the "District")
- 2. LENDER:** Sovereign Bank in the capacity of lender ("Lender")
- 3. DESIGNATION:** The Lender acknowledges this to be Bank Qualified financing.
- 4. STRUCTURE:** Equipment Lease Purchase Agreement (the "Agreement")
- 5. PURPOSE:** The financing proceeds will be used to finance costs associated with all labor, materials, equipment, and supervision necessary to install synthetic turf systems on the District's baseball and softball fields, including but not limited to:
- Removal and disposal of existing playing surface, as applicable
 - Subgrade preparation, drainage, and base construction
 - Synthetic turf supply and installation for both the baseball field and softball field playing surfaces
 - Field markings, inlaid lines, and logos as specified by the District
 - Any associated fencing, edging, or drainage tie-ins required for proper function
 - Manufacturer warranty documentation and maintenance recommendations
- 6. AMOUNT:** This term sheet provides an indication based on financed amount scenario of \$1,300,000.
- 7. SECURITY:** The Agreement shall be secured by a collateral interest in the financed improvements and shall be evidenced by a UCC-1 filing.
- 8. REPAYMENT:** The Agreement shall be repayable from all legally available funds of the District. The District can select the repayment frequency (monthly, quarterly, semi-annual, or annual) and dates that best fit its budget. The attached payment schedules assume annual payments for illustration purposes.
- 9. FUNDING:** In most school financing scenarios managed by Sovereign Bank, the Agreement proceeds will be deposited at closing into an escrow account at Sovereign Bank, serving as the Escrow Agent. Monies in the escrow account will be invested in

legally permissible secured money-market investments. Interest earnings will accrue for the benefit of the District. As the District submits approved progress invoices to the Escrow Agent, the Escrow Agent will issue the payment from the escrow account directly to the District or directly to the vendor as determined by the District. Other options may be negotiated, including as-needed construction fund advancements upon submission of requests by the District based on approved progress invoices that will fund weekly into a Sovereign Bank checking account for disbursement to the vendor.

10. FEES & COSTS:

The District will be responsible for certain costs associated with the issuance of the Lease. Estimates for the anticipated costs of issuing the Lease with Sovereign Bank serving as Escrow Agent are as follows:

Origination-	\$ 0
Attorney Fees-	\$ 7,000 (draft documents and provide tax opinion)
Escrow Agent-	\$ 1,000 (hold and disburse project funds)

These fees represent an estimate based on the loan terms and conditions as presented in this proposal and can be included in the financed amount or paid directly by the District.

11. TERM & RATE:

Lender can provide various term options. The following 6-year scenarios are shown for illustrative purposes for financing with and without the inclusion of deposit accounts at Sovereign Bank.

\$1,300,000, 4%, 6 years
(with deposits of at least 20% of loan proceeds in a Sovereign Bank account)

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,300,000.00	09-10-2026	09-10-2032	AM ONLY	58			

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: AM Only

Lender:

Sovereign Bank
Shawnee Branch
130 E. MacArthur
Shawnee, OK 74804

Disbursement Date: September 10, 2026
Interest Rate: 4.000

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	09-10-2027	248,464.82	52,722.22	195,742.60	1,104,257.40
2	09-10-2028	248,464.82	44,906.47	203,558.35	900,699.05
3	09-10-2029	248,464.82	36,528.35	211,936.47	688,762.58
4	09-10-2030	248,464.82	27,933.15	220,531.67	468,230.91
5	09-10-2031	248,464.82	18,989.36	229,475.46	238,755.45
6	09-10-2032	248,464.84	9,709.39	238,755.45	0.00
TOTALS:		1,490,788.94	190,788.94	1,300,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.



\$1,300,000, 4.3125%, 6 years without deposits

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,300,000.00	09-10-2026	09-10-2032	5000	3			
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Borrower: AM Only

Lender: Sovereign Bank
Edmond Branch
3480 South Boulevard
Edmond , OK 73013

Disbursement Date: September 10, 2026
Interest Rate: 4.313

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	09-10-2027	251,037.04	56,847.74	194,189.30	1,105,810.70
2	09-10-2028	251,037.04	48,488.51	202,548.53	903,262.17
3	09-10-2029	251,037.04	39,498.78	211,538.26	691,723.91
4	09-10-2030	251,037.04	30,248.42	220,788.62	470,935.29
5	09-10-2031	251,037.04	20,593.54	230,443.50	240,491.79
6	09-10-2032	251,037.07	10,545.28	240,491.79	0.00
TOTALS:		1,506,222.27	206,222.27	1,300,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

12. PREPAYMENT: N/A

13. MODIFICATIONS: The information contained in this term sheet is based on our preliminary understanding of the subject transaction and project. Any changes made to the assumptions contained herein could result in modifications to other terms and conditions identified within this term sheet. To the extent a discrepancy exists between the terms stated within this term sheet and the terms contained within the Agreement, the terms within the Agreement shall control.

14. APPROVALS: This term sheet does not constitute an obligation of, or a commitment by Lender to purchase the Agreement or other financing instrument to be issued by the District or any related entity. Funding is subject to market conditions and will occur upon satisfactory and mutually acceptable documentation, legal review and credit approval, if approved. Any such obligation or commitment will be contained in an Installment Finance Agreement or other instrument satisfactory in form and substance to the District, Lender, and their respective counsels, which is executed by the duly authorized representatives.

Thank you for the opportunity to provide this term sheet. Should you have any questions, feel free to contact David Dinsmore at Sovereign Bank at any time. I would be happy to discuss.



IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first above written.

SOVEREIGN BANK

SHAWNEE PUBLIC SCHOOLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____