

LEASE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this **TBD** of **TBD**, by and between BANCFIRST SHAWNEE, OKLAHOMA, an Oklahoma State Chartered Bank (hereinafter the "Lessor"), and INDEPENDENT SCHOOL DISTRICT NO. 93 OF POTTAWATOMIE COUNTY, OKLAHOMA (Shawnee Public Schools), a political subdivision of the State of Oklahoma (hereinafter the "Lessee").

1. **Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A, attached hereto and incorporated herein by reference, together with all replacements, substitutions, proceeds, increases, additions, accessions, repairs, and accessories incorporated therein or affixed thereto (the "Property") for the amounts to be paid in the sums ("Lease Payments") and on the dates ("Lease Payment Dates") set forth on Exhibit B, attached hereto and incorporated herein by reference. Except as specifically provided for herein, the obligation of the Lessee to make the Lease Payments described in Exhibit B shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim, or recoupment for any reason. The initial term of this Agreement will extend from the date hereof until **TBD**. In accordance with 62 O.S. § 430.1, continuation of this Agreement past the current 2026-2027 fiscal year is dependent on mutual ratification by Lessee and Lessor. Lessor hereby ratifies this Agreement for all periods from inception through **TBD**.

- a. **Draws.** Lessee shall have three hundred sixty-five (365) days from the date of this Agreement to complete all draws of funds governed by this Agreement. All draw requests must be submitted to BancFirst on the Draw Request Form, attached hereto as Exhibit D, and approved and signed by the Superintendent of Shawnee Public Schools and the contractor for the subject project. Upon receipt of the approved and signed Draw Request Form, Lessor will draw the funds from BancFirst Lease **#XXX** and remit payment per the instructions provided on the draw request.

2. **Non-Appropriation and Right of Termination.** The obligations of Lessee to make Lease Payments and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to ratify this Agreement or to make an appropriation of funds sufficient to satisfy the Lease Payments scheduled in the subsequent fiscal period, this Agreement shall terminate. Lessee shall provide written notice of such termination/non-ratification to Lessor following its regular **TBD** Board of Education meeting. Upon such termination, all of Lessee's right, title, and interest in the Property and its obligations under this Agreement shall terminate effective on the last day of the last fiscal year or Lessee for which such an appropriation and ratification was made.

3. **Taxes and Liens.** Lessee shall keep the Property free and clear of all levies, liens, and encumbrances, except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Property, excluding, however,

all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefore. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any security interest, pledge, lien, charge, encumbrance, or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

4. **Certification and Authorization.** Lessee represents, covenants, and warrants that it is a state, or a political subdivision thereof, or that Lessee's obligation under this Agreement constitutes an obligation issued on behalf of a state or political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income tax under Section 103 of the Internal Revenue Code. Lessee further warrants that this Agreement represents a valid deferred payment obligation for the amount herein set forth and that Agreement, having the legal capacity to enter into the same, is not in contravention of any Town/City, District, County, or State statute, rule, regulation, or other governmental provision. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Agreement in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (iv) no lease, rental agreement or contract for purchase to which Lessee has been a party at any time during the last five years has been terminated by Lessee a result of insufficient funds being appropriated in any fiscal period; (v) during the term of this Agreement, the Property will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee; (vi) Lessee will take no action that will cause the interest portion of any Lease Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended, and Lessee will take, and will cause its officers, employees, and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for federal income taxation under the Code.

5. **Lessee's Covenants and Representations.** Lessee covenants and represents as follows:

- a. All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes;
- b. There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Agreement;
- c. Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct; and

- d. Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State of Oklahoma.

6. **Use and Licenses.** Lessee will not use, operate, or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule, or regulation of any governmental authority and shall, at Lessee's expense, obtain all registrations, permits, and licenses, if any, required for the lawful use of the Property.

7. **Repairs, Alterations, and Improvements.** Lessor shall not be obligated to rebuild, replace, maintain, or make any repairs to the Property. Lessor agrees that Lessee may install accessories and equipment and may make such alterations, modifications, or improvements to the Property as it may deem desirable for its authorized and proper use thereof. Any such alterations, modifications, or improvements to the Property shall immediately become part of the Property. At the expiration or termination of this Agreement, or any extension or renewal thereof, for any reason except Lessee's exercise of its purchase option, Lessee shall surrender the Property in good condition, allowance being made for ordinary wear and tear from proper use.

8. **Indemnification.**

- a. **Indemnified Parties.** As used in this Section, "**Indemnified Parties**" means the Bank and its successors and permitted assigns, and each of their respective affiliates, participants, directors, officers, members, managers, employees, agents, attorneys, and servicers. Each Indemnified Party is an intended third-party beneficiary of this Section.
- b. **General Indemnity.** To the fullest extent permitted by Oklahoma law, Lessee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all losses, liabilities, claims, demands, suits, damages, judgments, penalties, fines, costs, and expenses (including reasonable attorneys' fees and the costs of enforcing this Section) (collectively, "Losses") relating to, arising out of, or in connection with any of the following:
 - i. the subject project, the acquisition, construction, installation, equipping, ownership, occupancy, operation, use, condition, maintenance, or repair of the Property (including latent defects and any related environmental condition);
 - ii. any act or omission of the Lessee, the Contractor, or any of the Lessee's or Contractor's officers, employees, agents, or subcontractors in connection with the subject project or the Property;
 - iii. any inaccuracy in, or breach of, any representation, warranty, covenant, or obligation of the Lessee under the Agreement; and
 - iv. the negotiation, execution, delivery, administration, or enforcement of the Agreement and the transactions contemplated by it.

- c. Draw Request and Direct-Payment Indemnity. Without limiting Section 8(b), and as a material inducement to the Lessor to disburse funds directly to the contract, the Lessee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Losses relating to, arising out of, or in connection with:
- i. any Draw Request Form submitted or purportedly submitted by or on behalf of the Lessee, including any Draw Request Form that is inaccurate, incomplete, duplicative, fraudulent, forged, or not properly authorized by the Lessee;
 - ii. the Lessor's disbursement of funds to the contractor (or to any other payee) in reliance on a Draw Request Form, including any claim that a disbursement was made in an incorrect amount, to an incorrect payee, at an incorrect time, or contrary to any instruction, condition, or agreement to which the Lessor was not a party or of which the Lessor had no actual knowledge;
 - iii. any dispute between the Lessee and the contractor (or between the Lessee or Contractor and any subcontractor, laborer, or materials supplier) concerning the amount, timing, or propriety of any disbursement, the performance or non-performance of the work, the quality of the work, or the completion of the subject project; and
 - iv. the failure of any disbursement to be applied by the contractor to the subject project or to the payment of persons furnishing labor, materials, or services.

The Lessee acknowledges and agrees that the Lessor has no duty to supervise, inspect, or verify the application of any disbursement, no duty to confirm the accuracy of any Draw Request Form beyond its face, and no responsibility for the performance, quality, or completion of the work; the Lessor's sole obligation with respect to a Draw Request Form is to disburse funds in accordance with the Agreement, and each such disbursement discharges the Lessor's obligation with respect to that Draw Request Form in full.

- d. Construction and Mechanic's Lien Indemnity. Without limiting Section 8.2, the Lessee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Losses relating to, arising out of, or in connection with (a) any defective, deficient, non-conforming, or incomplete work or materials; (b) any delay in or failure of completion of the subject property; (c) any claim asserted by the contractor or any subcontractor, laborer, or materials supplier; and (d) any mechanic's, materialman's, laborer's, or similar lien, or any claim of lien, asserted against the Property, the subject project, or the Lessor. The Lessee shall promptly cause any such lien to be paid, bonded over, or otherwise discharged of record.
- e. Survival. The Lessee's obligations under this Section that have accrued, and that relate to events or circumstances occurring, during any fiscal year for which

the Agreement was in effect and funds were appropriated survive the expiration, termination, or non-renewal of the Agreement.

9. **Disclaimer of Warranties.** Lessee acknowledges and agrees that the Property is of a size, design, and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such property, that Lessor leases the Property to Lessee in an “as is” condition, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MECHANABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE PROPERTY IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OR ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE FOR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PROPERTY AND THE MAINTENANCE THEREOF.

Lessor hereby assigns to Lessee during the lease term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Property, and lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Property.

10. **Delivery and Acceptance.** Lessee has selected the Property and the Vendor. Lessee shall order the Property and cause the Property to be delivered and installed at the Lessee's location. Any and all acquisition, delivery, construction, and installation costs incurred in connection therewith shall be paid from the Lease proceeds established under the Agreement or from other available funds of the Lessee. Lessor shall not be obligated to expend any funds in furtherance of said acquisition and installation costs other than those funds specified on Exhibit B. When the Property has been delivered and installed, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Certificate of Acceptance attached hereto as Exhibit C.

11. **Damage to or Destruction of Property.** Lessee shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the Lease Payments or from any other obligation under this Agreement. In the event of damage to the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessee determines that the Property has been damaged or destroyed beyond repair, the Lessee may, at Lessee's option, elect to pay Lessor

all amounts then owed by Lessee to Lessor under the terms of this Agreement, including the Lease Payment due on the next Lease Payment Date and an amount equal to the applicable Option to Purchase Value set forth in Exhibit B. Upon payment of said amount, this Agreement shall terminate, the Lessor's interest in the Property shall vest in the Lessee, and neither party shall have any further obligations to the other.

12. **Insurance.** Lessee, will, at its expense, maintain at all times during the Lease Term, the appropriate insurance with respect to the Property in such amounts as are reasonable given the value of the Property, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Purchase Option with respect to such Property. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor a least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear.

Upon acceptance of the Property and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. If at any time during the Lease Term, Lessee shall not have provided Lessor with such certificate, Lessor may obtain the above-described insurance, and Lessee will reimburse Lessor upon demand of the costs thereof including interest at the overdue rate from the date that Lessor incurred such cost to the date of reimbursement by Lessee. In the event that Lessee has been permitted to self-insure against the risks and obligations set forth in Section 13, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Property, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

13. **Option to Purchase.** Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the Payment Date, for the remaining balance set forth in Exhibit B. Such option shall be exercised by giving written notice to Lessor not less than thirty (30) days prior to the date specified for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title, and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon exercise of the purchase option and payment of the remaining principal and accrued interest. Lessor shall execute and deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance, or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a

quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. **Default and Lessor's Remedies.**

- a. The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:
 - i. Lessee fails to make any payment when due or within ten (10) days thereafter;
 - ii. Lessee fails to comply, in any material respect, with any other covenant, condition or agreement of Lessee for a period of ten (10) days after notice thereof;
 - iii. Any representation or warranty made by Lessee shall be untrue in any material respect as of the date made;
 - iv. Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or
 - v. Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.
- b. Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:
 - i. Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;
 - ii. Enter upon Lessee's premises and take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

- iii. Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith; or
- iv. Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure.

Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. **Termination.** Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, Lessee shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use excepted.

16. **Assignment.** Without Lessor's prior written consent, Lessee will not assign, transfer, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property. Lessor may assign its right, title, and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge receipt of such assignments in writing if so required.

17. **Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

18. **Notices.** Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail. If given otherwise notices shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

19. **Miscellaneous.**

- a. Lessor reserves the right to enter upon Lessee's premises during business hours at any time to inspect the Property and to take such action as Lessor deems appropriate to protect Lessor's right and interest in the Property.
- b. Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.
- c. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma.
- d. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.
- e. Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.
- f. The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.
- g. Lessee will immediately notify Lessor of any loss to or change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.
- h. Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.
- i. The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- j. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

LESSOR:
BANCFIRST SHAWNEE, OKLAHOMA

By: _____
Casey Bell
BancFirst Shawnee
P.O. Drawer 1608
Shawnee, OK 74804-1608

LESSEE:
INDEPENDENT SCHOOL DISTRICT NO. 93 OF POTTAWATOMIE
COUNTY, OKLAHOMA (SHAWNEE PUBLIC SCHOOL)

By: _____
TBD
TBD
TBD

EXHIBIT A
DESCRIPTION OF PROPERTY

The design, supply, installation, and related improvements of and for synthetic athletic turf located upon the Shawnee High School baseball and softball fields, including, but not limited to, to the following:

- i. Removal and disposal of existing playing surface, as applicable;
- ii. Subgrade preparation, drainage, and base construction;
- iii. Synthetic turf supply and installation for baseball and softball fields;
- iv. Field markings, inlaid lines, and logos as specified by Lessee;
- v. Associated fencing, edging, or drainage tie-ins required for proper function;
- vi. Manufacturer warranty and maintenance recommendations.

EXHIBIT B
SCHEDULE OF PAYMENTS AND OPTION TO PURCHASE PRICE

Purchase Price: \$1,300,000
Lessee Funds Provided: \$0
Interest Rate: 5.35%

Amortization Schedule

Disbursement Date: October 1, 2026 Interest Rate: 5.350			Repayment Schedule: Principal+Interest Calculation Method: 365/360 U.S. Rule		
Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	10-01-2027	70,515.97	70,515.97	0.00	1,300,000.00
2	10-01-2027	120,000.00	0.00	120,000.00	1,180,000.00
2027 TOTALS:		190,515.97	70,515.97	120,000.00	
3	10-01-2028	64,182.16	64,182.16	0.00	1,180,000.00
4	10-01-2028	120,000.00	0.00	120,000.00	1,060,000.00
2028 TOTALS:		184,182.16	64,182.16	120,000.00	
5	10-01-2029	57,497.64	57,497.64	0.00	1,060,000.00
6	10-01-2029	120,000.00	0.00	120,000.00	940,000.00
2029 TOTALS:		177,497.64	57,497.64	120,000.00	
7	10-01-2030	50,988.47	50,988.47	0.00	940,000.00
8	10-01-2030	120,000.00	0.00	120,000.00	820,000.00
2030 TOTALS:		170,988.47	50,988.47	120,000.00	
9	10-01-2031	44,479.31	44,479.31	0.00	820,000.00
10	10-01-2031	120,000.00	0.00	120,000.00	700,000.00
2031 TOTALS:		164,479.31	44,479.31	120,000.00	
11	10-01-2032	738,074.16	38,074.16	700,000.00	0.00
TOTALS:		1,625,737.71	325,737.71	1,300,000.00	

Note: The above represents an estimate.

Note: The 10/1/2027 Interest Payment amount is potentially overstated as the interest due amount reflects interest accrual on the entire amount. This is potentially not correct as funds could be drawn over 365 days, thus reducing the interest amount due.

**EXHIBIT C
CERTIFICATE OF ACCEPTANCE**

1. **ACCEPTANCE:** In accordance with the above Lease Purchase Agreement ("Agreement"), Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.
2. **PROPERTY:** SEE ATTACHED EXHIBIT A.
3. **PROPERTY LOCATION:** TBD, Shawnee High School, with an address of 1001 N. Kennedy Avenue, Shawnee, OK 74801
4. **DATE OF ACCEPTANCE:** Accepted on this ____ day of _____, 2026.

LESSEE:
INDEPENDENT SCHOOL DISTRICT NO. 93 OF POTTAWATOMIE
COUNTY, OKLAHOMA (SHAWNEE PUBLIC SCHOOL)

By: _____
TBD
TBD
TBD

EXHIBIT D
DRAW REQUEST FORM

Submit completed form to: BancFirst, Attn: Chad Meiler, P.O. Drawer 1608, Shawnee, OK 74804-1608 or chad.meiler@bancfirst.bank.

1. Draw Request Information

Draw Request No.:	_____
Date of Request:	_____, 20____
BancFirst Lease No.:	# _____
Project:	Design, supply, installation, and related improvements of synthetic athletic turf, Shawnee High School baseball and softball fields
Project Location:	Shawnee High School, 1001 N. Kennedy Avenue, Shawnee, OK 74801
Contractor:	_____

2. Amounts

Description	Amount
(a) Total funds available under the Agreement	\$ 1,300,000.00
(b) Total previously disbursed (all prior draws)	\$ _____
(c) Amount requested this draw	\$ _____
(d) Remaining availability after this draw	\$ _____

Deadline reminder: All draws must be completed within three hundred sixty-five (365) days from the date of the Agreement.

3. Description of Work / Materials Covered by This Draw

Describe the labor, materials, and/or services for which payment is requested (attach contractor invoices, applications for payment, and supporting documentation):

4. Payment / Remittance Instructions

Lessor is directed to remit the amount requested in Section 2(c) as follows:

Payee:	_____
☐ Check mailed to:	_____

5. Certifications

By signing below, the Lessee (through its Superintendent) and the Contractor jointly and severally certify to the Lessor, for the purpose of inducing the Lessor to disburse funds directly to the Contractor, that:

- (a) The information in this Draw Request Form and all attachments is true, correct, and complete in all respects.
- (b) The amount requested is due and payable for labor, materials, and/or services actually furnished for the Project, has not been the subject of any prior draw, and does not exceed the remaining availability under the Agreement.
- (c) All work for which payment is requested has been performed in a good and workmanlike manner and in accordance with the Agreement, the plans and specifications, and all applicable laws.
- (d) All prior draws have been applied to payment of the Project, and upon receipt of this disbursement each party furnishing labor, materials, or services covered by prior draws has been or will be paid in full.
- (e) The Property and the Project are free and clear of all mechanic's, materialman's, laborer's, and similar liens and claims of lien, except as disclosed in writing to and accepted by the Lessor; and the Lessee will promptly cause any such lien to be paid, bonded over, or otherwise discharged of record.
- (f) No Event of Default, and no event that with notice or lapse of time would become an Event of Default, has occurred and is continuing under the Agreement, and the representations and warranties of the Lessee in the Agreement remain true and correct.
- (g) The Property continues to be used solely for governmental purposes of the Lessee, and no action has been taken or omitted that would cause the interest component of any Lease Payment to become includable in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code.
- (h) The Lessee acknowledges that the Lessor may remit payment directly to the Contractor in reliance on this Draw Request Form; that the Lessor has no duty to supervise, inspect, or verify the application of any disbursement or to confirm the accuracy of this form beyond its face; and that each disbursement made in accordance with this form discharges the Lessor's obligation with respect to this Draw Request Form in full.

6. Approval and Signatures

This Draw Request Form is not valid unless approved and signed by both the Superintendent of Shawnee Public Schools and the Contractor.

LESSEE — INDEPENDENT SCHOOL DISTRICT NO. 93 OF POTTAWATOMIE COUNTY, OKLAHOMA (SHAWNEE PUBLIC SCHOOLS)

Approved and signed:

By: _____

Name: _____

Title: Superintendent, Shawnee Public Schools

Date: _____

CONTRACTOR

Approved and signed:

By: _____

Name: _____

Title: _____

Contractor (entity): _____

Date: _____

FOR LESSOR (BANCFIRST) USE ONLY

Received:	_____
Approved by:	_____
Amount disbursed:	\$ _____
Date funds remitted:	_____
Method:	☐ Check