



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Mike Arnold, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: June 11, 2024

AGENDA ITEM: 4N
Business/Finance FY 2024-24 Contract Renewals

1. **Affinity Marketing**
2. **Buy Board (Purchasing Cooperative)**
3. **Clearwater Enterprises (Natural Gas Supplier)**
4. **Coca-Cola Southwest Beverages, LLC**
5. **Finalsite**
6. **Hilltop Securities (Bond Arbitrage Rebate Compliance)**
7. **Kone Elevator**
8. **Millennium Financial Group, LLC (Collection agency for Nutrition)**
9. **Neopost Leasing, Inc. (Mail Meter Machine)**
10. **Otis Elevator**
11. **Payne County Bank (OES Lease Purchase)**
12. **ThyssenKrupp Elevator Corporation**
13. **TIPS (Purchasing Cooperative)**
14. **CARE Solace**
15. **Municipal Finance Services, INC.**
16. **Rosenstein, Fist & Ringold**
17. **Vero Fiber Networks, LLC (Telecom & Infrastructure Services)**
18. **Arbiter Sports**
19. **Air & Earth, Inc. (Asbestos Abatement)**
20. **OSIG (Property/Liability Ins)**

BOARD ACTION REQUESTED:

Motion to Approve the Renewal of Existing or Revised Contracts as listed above for FY 2024-25

BACKGROUND INFORMATION:

Oklahoma statutes require public schools to annually approve all new contracts and renew any ongoing and long-term contracts.

The attached list represents new and existing agreements which require this annual renewal.

Copies of these contracts are attached and are maintained on file in the finance office.

APPENDIX A
to
Affinity Marketing Agreement

This **Appendix A** is a part of the Affinity Marketing Agreement (the "Agreement") between Arvest and Endorser. The terms and conditions of this Appendix A shall supplement and govern the Agreement, and capitalized terms not otherwise defined herein shall have the same meaning as specified in the Agreement.

Rewards to Endorser:

Arvest shall pay Endorser the following rewards relating to the Affinity Cards issued and activated by Arvest during the Term:

Execution Reward - Within thirty (30) days following the Effective Date, Arvest shall pay Endorser the aggregate sum of \$_____.

Annual Renewal Reward - Subject to the agreement of the parties as described below, Arvest shall pay Endorser the aggregate sum of \$2500_____ promptly following the commencement of any Renewal Term.

Per Card Reward - Subject to the agreement of the parties as described below, within thirty (30) days of expiration of the Initial Term or any Renewal Term, Arvest will pay Endorser an aggregate sum equal to the lesser of either (a) \$_____ per Affinity Card issued and activated during the Initial Term or any Renewal Term, as applicable, or (b) \$_____.

The parties agree that they will review the "annual renewal" and "per card" rewards reflected in this **Appendix A** prior to the expiration of the Initial Term and any Renewal Term. The Agreement shall immediately terminate if the parties are unable to agree on the amounts of such rewards for the subsequent Renewal Term.



BuyBoard[®]
National Purchasing Cooperative
**NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT**

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: Valerie M. Carty
Director, State Association Services/ Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

Independent School District 16, Payne, Oklahoma dba Stillwater Public Schools
(Name of Local Government)

By: Camille DeYong Date: 1-15-2019
Signature of authorized representative of Cooperative Member

Camille DeYong, President
Printed name and title of authorized representative



Coordinator for the Cooperative Member is:

Jerich Dawson
Name
CFO
Title
314 S. Lewis
Mailing Address
Stillwater
City
OK 74074
State Zip Code
405-533-6310
Telephone
405-533-6311
Fax
jdawson@stillwaterschools.com
Email



5637 N. Classen Blvd. ▪ Oklahoma City, OK 73118
(405) 842-9200 ▪ (405) 842-9213 Fax

Via Email: ugordon@stillwaterschools.com

If no email, Via Fax: 405-533-6311

April 1, 2023

Stillwater Public Schools
Attn: Uwe Gordon

Re: Amendment to Gas Sales Agreement (Contract #20099)

Thank you for choosing Clearwater Enterprises, L.L.C. as your natural gas supplier. We would like to renew our services and offer you an Amendment to extend the term of your Agreement. In lieu of your contract automatically extending per the existing Exhibit A-1, we would like to offer an extension through June 30, 2024. This letter shall serve as the required forty-five (45) day notice that we will not extend the existing Exhibit A-1 past June 30, 2023.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers July 1, 2023 through June 30, 2024. Should you require duplicate originals to be sent via mail, please let me know and I will send originals to you.

Please return one partially executed original to the undersigned by April 30, 2023. Once fully executed, we will provide you with a copy for your files. If we do not receive a signed Amendment by June 30, 2023, we will operate under the provisions of the attached Amendment as of July 1, 2023.

We appreciate this opportunity to do business with you. If you have any questions, please contact me at (405) 842-9200 x201.

Sincerely,

Regina Fort

Regina Fort
Vice President of Retail Sales
rfort@cwegas.com



AMENDMENT

This Amendment is made and entered into as of July 1, 2023 by and between **Clearwater Enterprises, L.L.C.** ("Seller") and **Stillwater Public Schools** ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated July 1, 2020 (the "Agreement"), Contract #20099; and

WHEREAS, Seller and Buyer wish to amend the Agreement in the manner specified below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the Parties hereby agree to amend the Agreement in the following respects only:

- Exhibit A-1 is hereby replaced in its entirety and the attached Exhibit A-2 is substituted therefore. All references in the Agreement to Exhibit A-1 shall be amended to reference Exhibit A-2.
- Schedule 2 is hereby replaced in its entirety and the attached Schedule 3 is substituted therefore. All references in the Agreement to Schedule 2 shall be amended to reference Schedule 3.

This Amendment is effective July 1, 2023. Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Amendment is hereby executed by an authorized representative of each Party on the dates shown below.

Seller
Clearwater Enterprises, L.L.C.
 By: *Maria Olivares*
 Name: Maria Olivares
 Title: Vice President - Commodity Operations and Contracts
 Date: 4-18-23

Buyer
Stillwater Public Schools
 By: *Tim Riley*
 Name: Tim Riley
 Title: President
 Date: 4-11-23



EXHIBIT A-2
TRANSACTION CONFIRMATION

Clearwater Enterprises, L.L.C. ("Seller") and **Stillwater Public Schools** ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated July 1, 2020 between Buyer and Seller ("Agreement"):

Term: July 1, 2023 through June 30, 2024 and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least forty-five (45) days prior to the expiration of the stated term or the then current renewal period that this Transaction Confirmation shall not be renewed, subject to early termination under Sections 11 and 20 of the Agreement.

Facility: As listed on Schedule 3 attached hereto

Quantity: Full Facility Requirements, the monthly quantity of which is estimated on Schedule 3 attached hereto.

Nature of Quantity Obligation: Firm

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.30/MMBtu to Seller's cost. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Transaction Confirmation at a price which is mutually agreeable to the Parties hereto.

Delivery Point/Point(s) of Sale: Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Oklahoma Natural Gas Company

EVIDENCE OF AGREEMENT: This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that this Transaction Confirmation be signed and returned by facsimile transmission, or that written confirmation of this Transaction Confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

Seller

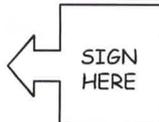
Clearwater Enterprises, L.L.C.

By: *Maria Olivares*
Name: Maria Olivares
Title: Vice President - Commodity Operations and Contracts
Date: 4-18-23

Buyer

Stillwater Public Schools

By: *Tim Riky*
Name: Tim Riky
Title: President
Date: 4-11-23



SCHEDULE 3 to TRANSACTION CONFIRMATION

Facility Listing and Estimated Monthly Usage

<u>Facility(ies)</u>														
ONG Contract #	Current ONG Regional Receipt Location	Account Name	ONG Account #	Address										
<u>Estimated Monthly Usage (MMBtus)</u>														
1101	OGT-OKC	STILLWATER PS HIGH SCHOOL	211507543	1224 N Husband St; Stillwater, OK 74075-3613										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		1410	1385	595	238	92	24	26	33	52	200	644	1001	5700
1367	OGT-OKC	STILLWATER PS MIDDLE SCHOOL	210503914	2200 S Sangre Rd; Stillwater, OK 74074-2143										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		512	507	218	101	49	28	26	42	51	82	207	333	2156
1370	OGT-OKC	STILLWATER PS JUNIOR HIGH	211506325	1900 N Skyline St; Stillwater, OK 74075-3101										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		381	368	148	70	27	11	11	21	25	54	115	240	1471
3714	OGT-OKC	STILLWATER PS SKYLINE ELEMENTARY	210184276	1414 1/2 E Sunrise Dr; Stillwater, OK 74075-6924										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		286	291	118	43	26	46	6	70	54	117	123	222	1402
7865	OGT-OKC	STILLWATER PS HIGHLAND PARK ELEMENTARY	213116894	400 S Drury Rd; Stillwater, OK 74074										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		106	95	44	29	15	2	2	12	14	26	34	63	442
8067	OGT-OKC	STILLWATER PUBLIC SCHOOLS	213156385	5021 N Perkins Rd; Stillwater, OK 74075-1706										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		509	502	293	152	32	5	3	3	4	82	288	407	2280

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.



GAS SALES AGREEMENT

CONTRACT No. G.S. 20099

THIS AGREEMENT ("Agreement") is made and entered into effective the 1st day of July, 2020 ("Contract Effective Date") between **Clearwater Enterprises, L.L.C. ("Clearwater")**, hereinafter referred to as "Seller", and **Stillwater Public Schools**, hereinafter referred to as "Buyer". Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, natural gas pursuant to the terms and conditions hereinafter set forth. Seller and Buyer may be referred to sometimes individually as "Party" or collectively as "Parties".

- (1) **Transaction Confirmation:** At any time Seller may offer to sell to Buyer and/or Buyer may offer to purchase from Seller a specific quantity of gas under this Agreement by transmitting to the other a Transaction Confirmation, in the form attached hereto as Exhibit A, setting out the details of the proposed transaction. Subject to Section 3, Buyer has no obligation to purchase gas and Seller has no obligation to sell gas under this Agreement, except as set forth in a Transaction Confirmation duly executed by both Parties.
- (2) **Quantity:** Subject to the provisions of Section 3 hereof, Seller agrees to sell, and Buyer agrees to purchase all its gas requirements in the quantities of gas set forth in the applicable Transaction Confirmation ("Fixed Quantity" and/or "Quantity"). The Parties will cooperate in the nomination and confirmation of the actual quantities to be delivered by Seller and received by Buyer, pursuant to the procedures and requirements of the Local Distribution Company's approved transportation tariff and any applicable procedures and requirements of the third-party pipeline(s) upstream of such Local Distribution Company's facilities.
- (3) **Nature of Obligation:** During the term of this Agreement, Buyer agrees to purchase all of its monthly usage exclusively from Seller. Seller agrees to exercise its commercially reasonable efforts to supply all of Buyer's monthly usage. If Seller is unable or unwilling to supply Buyer with all of its monthly usage, Buyer shall have as its sole remedy the option to terminate this Agreement upon forty-five (45) day notice to Seller.
- (4) **Price:** The price per MMBtu for the gas sold and purchased hereunder will be the Price as set out in the Transaction Confirmation. Such Price will be inclusive of any production, severance, and all other applicable taxes attributable to the gas prior to its delivery at the Delivery Point(s). Such price will not be inclusive of, and Buyer shall be responsible for, any transportation fees, riders, taxes or any other costs or charges incurred for services at or after the Delivery Point(s), including as assessed by the Local Distribution Company or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company. Additionally, Seller shall not be responsible or liable for, but Buyer shall be responsible for, any costs including, but not limited to, imbalances, penalties, or cash-out charges, which are the result of measurement corrections or in connection with the balancing of actual receipts over and under nominated and confirmed quantities at or after the Delivery Point(s), including as assessed by the Local Distribution Company or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company. Notwithstanding the above, Seller shall be responsible for any balancing fees or penalties charged to Buyer's account by the Local Distribution Company or the third-party pipeline transporting the gas to the Local Distribution Company that are caused by Seller's gross negligence or willful misconduct.

- (5) **Term:** This Agreement shall remain in force and effect unless and until terminated by either Party upon forty-five (45) days' prior written notice; provided, however such termination shall not be effective as to any then duly executed Transaction Confirmation until the expiration of such Transaction Confirmation's designated term. The obligations to make payment for gas previously received and to balance to zero actual receipts over and under nominated and confirmed quantities, under a Transaction Confirmation, if any, shall survive the termination of this Agreement and the applicable Transaction Confirmation.
- (6) **Delivery Point(s)/Point(s) of Sale:** Seller will deliver gas at the Delivery Point(s) identified within the Transaction Confirmation. All such Delivery Point(s) shall be considered the Point(s) of Sale between Buyer and Seller, and risk of loss for the gas delivered hereunder shall transfer from Seller to Buyer at the Delivery Point(s).
- (7) **Transportation:** The Local Distribution Company serving Buyer's applicable Facility site will be specified in the Transaction Confirmation. Seller will have no responsibility for, and Buyer will be responsible for all transportation of gas at or after the Delivery Point(s).
- (8) **Measurement, Metering, Quality:** Gas delivered by Seller at the Delivery Point(s) pursuant to this Agreement and any Transaction Confirmation will meet the quality specifications set out in the Local Distribution Company's tariff. Except as expressly provided in this Section 8 and Section 9, Seller disclaims any other warranty, express or implied, including any warranty of fitness for any particular purpose. The Parties acknowledge and agree that measurement and testing will be performed by the operator of the applicable Delivery Point according to the Local Distribution Company's most recent tariff requirements. Buyer will cooperate in good faith with any reasonable request of Seller to exercise Buyer's rights under the Local Distribution Company's tariff regarding measurement and testing at the Delivery Point(s).
- (9) **Title:** Seller warrants its right to sell the gas delivered hereunder to Buyer. Title shall pass from Seller to Buyer at the Delivery Point(s).
- (10) **Billing and Payment:** Seller agrees to provide Buyer a monthly invoice for the total quantity of gas delivered to Buyer at the Delivery Point(s). Buyer agrees to make payment to Seller of the total invoice amount on or before the 25th day of the month, except for any amount disputed in good faith. With regard to any amount disputed in good faith, Buyer will provide sufficient detail to support adjustments requested by Buyer to the invoice amount. Buyer and Seller will work together to resolve any disputed amount in a timely manner, but Buyer shall remain obligated to remit payment for undisputed amounts as provided herein. Any undisputed amounts due Seller and not paid when due shall bear interest from the due date at the lesser of (i) one and one-half percent per month from the date due until the date of payment; or (ii) the maximum applicable lawful interest rate. All invoices, statements and adjustments shall be considered final and correct as between the Parties unless disputed in writing within two (2) years from the date of such invoices, statements, or adjustments.
- (11) **Seller's Credit Terms and Right to Set-Off:** Seller's obligation to deliver gas hereunder is conditioned upon Buyer's compliance with Seller's credit policies and requirements. If the financial responsibility of Buyer is at any time unsatisfactory to Seller for any reason, then Buyer shall, within five (5) business days of Seller's written notification, provide Seller with security as deemed satisfactory by Seller for Buyer's performance hereunder. Buyer's failure to abide by the provisions of this Section shall be considered a breach hereof, and in such event, payment for all natural gas delivered hereunder shall be due and paid

immediately, and Seller may, without waiving any rights or remedies it may have, withhold further deliveries until such payments or security is received, provided Buyer is afforded an opportunity to cure any default within three (3) business days' notice of any breach. Should Buyer fail to cure such default within such three (3) business day, then Seller shall have the right to terminate this Agreement and any Transaction Confirmation effective upon Seller's written notice to Buyer. Buyer's obligation to make payment hereunder for gas received, and with regard to balancing nominated and confirmed volumes versus actual deliveries, shall survive the termination of this Agreement and any Transaction Confirmation. Furthermore, if any payment due to Seller hereunder is not paid when due, Seller shall have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due Seller against any amounts owed by Seller, or by the parent or any subsidiary of Seller, to Buyer under this or any separate agreement or transaction.

- (12) **Forward Contract:** If a Party to this Agreement is considering or becomes subject to U.S. Bankruptcy Code proceedings, it is understood and agreed to that the other Party is a "forward contract merchant" under Section 556 of the U.S. Bankruptcy Code, that this Agreement and each Transaction Confirmation constitutes a "forward contract" within the meaning of the U.S. Bankruptcy Code, and that the other Party and this Agreement and each Transaction Confirmation executed hereunder shall be afforded all the rights and protections to forward contract merchants and forward contracts under the U.S. Bankruptcy Code without limitation.
- (13) **Taxes:** Seller shall pay or cause to be paid all production, severance and all other applicable taxes attributable to the gas prior to its delivery at the Delivery Point(s). Buyer is responsible for and hereby agrees to pay or cause to be paid all applicable sales, use, and gross receipts taxes or charges arising at or after delivery at the Delivery Point. If Buyer is entitled to purchase natural gas free from any such taxes or charges, Buyer shall promptly furnish Seller with the necessary exemption certificate(s) covering each Delivery Point.
- (14) **Notices:** Except as herein otherwise provided, any notice, request, demand, statement, routine communication, invoice, or bill provided for under this Agreement or the Exhibits hereto shall be in writing and delivered to the Parties at the addresses or facsimile numbers identified on Exhibits "B" and "C" attached hereto. Notice shall be deemed given when physically delivered to the other Party in person, when transmitted to the other Party by confirmed facsimile transmission, three Business Days after deposited, postage prepaid, in the U.S. Mail, or upon confirmed delivery by a delivery service. Either Party may change its address or facsimile number by providing notice of same in accordance herewith. Notices under this Agreement and any Transaction Confirmation are to be made to the person(s) designated by each Party on Exhibits "B" and "C" until each Party designates other persons to receive such notices.
- (15) **Previous Agreements:** This Agreement and Transaction Confirmation(s) executed in connection herewith replace and supersede any prior discussions, negotiations, representations or agreements, whether oral or written, between Seller and Buyer, if any, with respect to the purchase of gas by Buyer from Seller for the Facility(ies) and dates of service listed on the applicable Transaction Confirmation.
- (16) **Force Majeure:** Except with regard to Buyer's obligation to make payment(s) due under Section 10, neither Party hereto shall be liable for any failure to perform any of its obligations hereunder due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, such as acts of God; acts of civil or military authority; fires; strikes; floods; epidemics; war or riot;

limitations, constraints, or failure of transportation service (including by the Local Distribution Company and/or any other third-party pipelines upstream of the Delivery Point(s)); and inability of Seller to obtain gas supply at a reasonable cost; provided, however, that neither Party shall be relieved of its obligations hereunder solely by reason of that Party's financial inability to perform. Refusal of either Party to accede to a demand of laborers or labor unions which, in its sole discretion, it considers unreasonable shall not deny that Party the benefits of this provision.

- (17) **Confidentiality:** During the term hereof and for a period of one (1) year after termination of this Agreement, Seller and Buyer agree to maintain the confidentiality of this Agreement and each Transaction Confirmation executed in connection herewith, and each of the terms and conditions hereof and thereof, and Seller and Buyer agree not to divulge same to any third party (other than the receiving Party's employees, lenders, counsel, accountants and other agents with a need to know) without the express prior written consent of the other Party, except to the extent required by law or exchange rule. However, Seller consents to allow Buyer to divulge the terms hereof and of the applicable Transaction Confirmation(s) to a prospective purchaser of the Facility designated in such Transaction Confirmation(s), and Buyer consents to allow Seller to divulge the terms hereof to a prospective purchaser of all or substantially all of Seller's assets or any rights under this Agreement.
- (18) **Waiver:** No waiver by either Buyer or Seller of one or more defaults by the other in the performance of any of the provisions of this Agreement or any Transaction Confirmation shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- (19) **Severability:** If any provision in this Agreement or any Transaction Confirmation is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.
- (20) **Governmental Regulation:** In the event any governmental authority prohibits any of the transactions described in this Agreement or any Transaction Confirmation, or otherwise conditions such transaction in a manner that is unacceptable in the reasonable judgment of the Party affected thereby, then the Parties shall negotiate in good faith alternative mutually acceptable terms giving effect to the maximum extent possible to the intentions of the Parties as expressed in this Agreement and the applicable Transaction Confirmation at the time of execution. If the Parties are unable to agree on mutually aggregable alternative terms by the date the governmental prohibition or condition takes effect, either Party may terminate this Agreement and the applicable Transaction Confirmation(s) effective upon written notice to the other Party.
- (21) **Supply Change.** If the Local Distribution Company, or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company, limits, restricts, or otherwise modifies requirements for gas supply to the Delivery Point(s), including, without limitation, (i) the geographic source of such supply, (ii) the point of receipt into the Local Distribution Company's system to which such supply must be delivered, (iii) the point of receipt into such third-party pipeline's system to which such supply must be delivered, or (iv) the point of redelivery out of the such third-party pipeline's system through which such supply must be transported (a "Supply Change"), which Supply Change increases Seller's costs to perform hereunder, then Seller shall be entitled to recover such increased cost from Buyer, including without limitation by modifying the price to be paid by Buyer for gas hereunder.

- (22) **Indemnity**: Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims") from any and all persons arising from or out of title to the gas upon delivery hereunder, failure of Seller's gas to meet the quality specification set forth in Section 8 upon delivery hereunder, personal injury or property damages from gas prior to delivery at the Delivery Point(s) or other charges thereon that attach prior to the Delivery Point. Buyer agrees to indemnify Seller and save it harmless from all Claims from any and all persons arising from or out of obligations for payment due hereunder, personal injury or property damages from gas at and after delivery at the Delivery Point or other charges thereon that attach at or after the Delivery Point.
- (23) **Assignability**: This Agreement and any Transaction Confirmation shall inure to and be binding upon the successors and assigns of the Parties hereto; provided, that neither Party may assign this Agreement or any Transaction Confirmation and the rights and obligations hereunder or thereunder without first having obtained the written approval of the other Party, which approval shall not be unreasonably withheld. Seller reserves the right to review and approve the creditworthiness of any proposed assignee of Buyer. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder unless expressly waived by Seller.
- (24) **Applicable Law/Venue/Jury Waiver/Attorney's Fees**: This Agreement and each Transaction Confirmation shall be interpreted and enforced in accordance with the laws of the State of Oklahoma, without reference to its principles on conflict of laws. The Parties hereby submit to the personal jurisdiction of, and agree venue is proper in the state courts located in, Oklahoma County, Oklahoma, and the federal courts located in the Western District of Oklahoma. Any suit arising out of or related to this Agreement or any Transaction Confirmation shall be brought exclusively in such courts, and the Parties irrevocably consent and submit to the exclusive jurisdiction of such courts and waive any objection based on venue or forum non conveniens. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement or any Transaction Confirmation. In any action brought to enforce or interpret this Agreement or any Transaction Confirmation, the prevailing Party shall be entitled to recover the reasonable attorney's fees, costs and disbursements by outside counsel.
- (25) **Authority**: Each Party to this Agreement and any Transaction Confirmation represents and warrants that it has full and complete authority to enter into and perform this Agreement and any Transaction Confirmation. Each person who executes this Agreement and any Transaction Confirmation on behalf of either Party represents and warrants that it has full and complete authority to do so and that such Party will be bound thereby.
- (26) **Entirety**: Each Transaction Confirmation is hereby incorporated into and made a part of this Agreement. The entire agreement between the Parties shall include those provisions contained in this Agreement and any effective Transaction Confirmation. However, the provisions of each respective Transaction Confirmation shall apply only to the terms and quantities set forth in such Transaction Confirmation; the provisions of this Agreement shall apply to all quantities in all Transaction Confirmations. In the event of a conflict between the terms of any Transaction Confirmation and this Agreement, the terms of the Transaction Confirmation shall take precedence.

- (27) **Preparation:** This Agreement and any Transaction Confirmation were negotiated by both Parties hereto with advice of counsel to the extent deemed necessary by each Party, and were not prepared by any Party to the exclusion of the other, and, accordingly, shall not be construed against either Party by reason of its preparation.
- (28) **Signatures:** In lieu of original signatures, the Parties agree that this Agreement and any Transaction Confirmation is valid and binding upon the execution and delivery of same via facsimile transmission or email.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Agreement, effective as of the date first stated above, is hereby executed by an authorized representative of each Party on the dates shown below.

Seller

Clearwater Enterprises, L.L.C.

By: *Jenny Thompson*
 Name: Jenny Thompson
 Title: Chief Operating Officer
 Date: June 16, 2020

Buyer

Stillwater Public Schools

By: *[Signature]*
 Name: R.E. Grastman, Jr
 Title: Pres. BOE
 Date: June 9, 2020

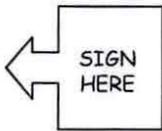


EXHIBIT A
TRANSACTION CONFIRMATION

Clearwater Enterprises, L.L.C. ("Seller") and **Stillwater Public Schools** ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated July 1, 2020 between Buyer and Seller ("Agreement"):

Term: July 1, 2020 through June 30, 2021 and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least forty-five (45) days prior to the expiration of the stated term or the then current renewal period that this Transaction Confirmation shall not be renewed, subject to early termination under Sections 11 and 20 of the Agreement.

Facility: As listed on Schedule 1 attached hereto

Quantity: Full Facility Requirements, the monthly quantity of which is estimated on Schedule 1 attached hereto.

Nature of Quantity Obligation: Firm

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.30/MMBtu to the Inside FERC's Gas Market Report first of the month index posting for Oneok Gas Transportation LLC, Oklahoma. In the event the referenced index posting for Oneok Gas Transportation LLC, Oklahoma is not published for any delivery month, the average of the index postings ANR Pipeline Co., Oklahoma, Natural Gas Pipeline Co. of America, Midcontinent zone, and Panhandle Eastern Pipe Line Co., Texas, Oklahoma (mainline) shall be substituted therefore. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Transaction Confirmation at a price which is mutually agreeable to the Parties hereto.

Delivery Point/Point(s) of Sale: Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Oklahoma Natural Gas Company

EVIDENCE OF AGREEMENT: This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that this Transaction Confirmation be signed and returned by facsimile transmission, or that written confirmation of this Transaction Confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

Seller

Clearwater Enterprises, L.L.C.

By: Jenny Thompson
Name: Jenny Thompson
Title: Chief Operating Officer
Date: June 16, 2020

Buyer

Stillwater Public Schools

By: [Signature]
Name: Dr. Grogman
Title: Pres. BOE
Date: June 9, 2020

← SIGN HERE



SCHEDULE 1 to TRANSACTION CONFIRMATION

Facility Listing and Estimated Monthly Usage

Facility(ies)														
ONG Contract #	Current ONG Regional Receipt Location	Account Name	ONG Account #	Address										
Estimated Monthly Usage (MMBtus)														
1101	OGT-OKC	STILLWATER PS HIGH SCHOOL	211507543	1224 N Husband St; Stillwater, OK 74075-3613										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		1094	1115	765	386	84	53	35	49	55	273	822	1212	5943
1367	OGT-OKC	STILLWATER PS MIDDLE SCHOOL	210503914	2200 S Sangre Rd; Stillwater, OK 74074-2143										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		273	270	157	84	34	21	22	32	44	64	205	269	1475
1370	OGT-OKC	STILLWATER PS JUNIOR HIGH	211506325	1900 N Skyline St; Stillwater, OK 74075-3101										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		275	236	145	70	26	16	16	25	31	56	141	240	1277
3714	OGT-OKC	STILLWATER PS SKYLINE ELEMENTARY	210184276	1414 1/2 E Sunrise Dr; Stillwater, OK 74075-6924										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		193	201	151	60	16	34	13	14	17	38	108	219	1064
7865	OGT-OKC	STILLWATER PS HIGHLAND PARK ELEMENTARY	213116894	400 S Drury Rd; Stillwater, OK 74074										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		123	139	74	42	16	4	4	13	15	32	71	122	655
8067	OGT-OKC	STILLWATER PUBLIC SCHOOLS	213156385	5021 N Perkins Rd; Stillwater, OK 74075-1706										
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		439	475	345	152	34	10	3	2	4	114	352	486	2416

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.

EXHIBIT B
Seller Addresses and Contacts

This Exhibit B to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **Stillwater Public Schools** ("Buyer"), dated July 1, 2020, is for all purposes made a part of said Agreement.

Main Address:

Clearwater Enterprises, L.L.C.
Address: 5637 N. Classen Blvd.
Oklahoma City, OK 73118
Phone: (405) 842-9200 Fax: (405) 842-9213

Gas Supply Representative:

Attn: Regina Fort
Phone: (405) 842-9200 x201 Fax: (405) 842-9213
Email: rfort@clearwaterenterprises.net

Contractual Notices & Correspondence:

Attn: Jennifer Rodriguez
Address: Same as Main
Phone: (405) 842-9200 x217 Fax: (405) 842-9213
Email: jrodriguez@clearwaterenterprises.net

Invoices:

Attn: Jeff Geis
Address: Same as Main
Phone: (405) 842-9200 x208 Fax: (405) 418-0129
Email: jgeis@clearwaterenterprises.net

Payments:

Attn: Jeff Geis
Phone: (405) 842-9200 x208 Fax: (405) 418-0129
Email: jgeis@clearwaterenterprises.net

Payment by Wire:

Bank: International Bank of Commerce
1200 San Bernardo St.; Laredo, TX 78040
ABA: 114902528
Account No.: 1601012268
For the Account of: Clearwater Enterprises, L.L.C.
Reference: Oklahoma Account

Payment by ACH:

Bank: International Bank of Commerce
Oklahoma City, OK
ABA: 303072793
Account No.: 1601012268
For the Account of: Clearwater Enterprises, L.L.C.

Payment by Check:

Clearwater Enterprises, L.L.C.
Section# 3109
P.O. Box 659506
San Antonio, TX 78265-9506

EXHIBIT C
Buyer Addresses and Contacts

This Exhibit C to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **Stillwater Public Schools** ("Buyer"), dated July 1, 2020, is for all purposes made a part of said Agreement.

Buyer

Main Address:

Stillwater Public Schools
Address: 314 S Lewis Street
Stillwater, OK 74074
Phone: 405-553-6300
Fax: 405-533-6311

Marketing Representative:

Attn: Mark Moore
Phone: 405-553-6300
Fax: 405-533-6311
Email: mmoore@stillwaterschools.com

Contractual Notices & Correspondence:

Attn: Mark Moore
Address: 314 S Lewis Street
Stillwater, OK 74074
Phone: 405-553-6300
Fax: 405-533-6311
Email: mmoore@stillwaterschools.com

Invoices and Payments:

Attn: Accounts Payable - Dian Porter
Address: 314 S Lewis Street
Stillwater, OK 74074
Phone: 405-533-6300
Fax: 405-533-6311
Email: d_porter@stillwaterschools.com

BEVERAGE PROVIDER AGREEMENT

This agreement (the "**Agreement**") is made by and between Coca-Cola Southwest Beverages LLC, a Delaware limited liability company ("**Beverage Provider**"), and the Independent School District No. 16 of Payne County, Oklahoma, a/k/a Stillwater Public Schools having its principal place of business at 314 S Lewis Ave Stillwater, OK 74074 ("**District**").

WITNESSETH:

WHEREAS, Beverage Provider is dedicated to being responsive to local school needs and to improving the communities in which it does business, including by supporting youth development and education, and District has requested a variety of beverages for the use of students, faculty and staff;

WHEREAS, District is vested with the appropriate authority and wishes to grant to Beverage Provider the exclusive beverage availability rights described herein with respect to all schools in the Stillwater Public School District ("Schools") and with respect to all other facilities owned or operated by the District.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. Definitions.

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Approved Cups" means disposable cups approved by Beverage Provider from time to time as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Beverage Provider from time to time, all of which shall prominently bear the trademark(s) of Products (as herein defined) on all of the cup surface.

(c) "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

(d) "Campus" means the entire premises of each and every School and facility owned or operated by District either now or in the future, including without limitation, all elementary, middle, high, post-secondary and alternative schools, athletic facilities, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, skyboxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined terms "Schools" and "Stadium" are included within the collective term "Campus."

(e) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(f) "Concessionaire" means any third party providing services under contract with District on Campus or to Team that directly or indirectly relates to the service of Beverages.

(g) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked by Beverage Provider.

(h) "Stadium" shall mean the Stillwater High School Football Stadium, which is located at 1224 N Husband St, Stillwater, OK 74075 and all other stadiums within the Campus including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(i) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

2. Term.

Beverage Provider shall have the rights provided herein for an initial term of one (1) year, beginning July 1, 2019 ("Initial Term"), unless terminated sooner as provided herein, with the ability of the parties to extend for four (4) additional one (1) year terms if mutually agreed to by written agreement of the parties (each, an "Extension Term"). The Initial Term and the Extension Term shall be collectively referred to as the ("Term").

3. Consideration.

In order to advance the educational mission of the District, to benefit the District, its students and educators, to support school wellness efforts and in exchange for the rights granted to Beverage Provider hereunder, Beverage Provider agrees to provide the following funding, programs and other support described below. The parties intend that the use of funding will be focused on some or all of the following:

- Academic enrichment and scholarships
- Improvement of technology at the Schools
- Additional or improved educational materials
- School and Campus improvements
- Student extra-curricular activities
- Educator and Student reward and recognition programs
- Physical fitness and nutrition education programs
- Teaching kids to consume a balanced diet and be physically active

(a) Sponsorship Funding. Beverage Provider agrees to pay District Three Thousand Dollars (\$3,000) for the Initial and each Extension Term, as applicable (the "**Sponsorship Funding**"). The Sponsorship Funding for the Initial Term will be in one installment of Three Thousand Dollars (\$3,000) which shall be payable within sixty (60) days following the date that this Agreement is fully executed. For each Extension Term, as applicable, the Sponsorship Funding shall be in one installment of Three Thousand Dollars (\$3,000) and shall be paid within sixty (60) days following the start of such Extension Term. The Sponsorship Funding shall be deemed earned evenly on a monthly basis over each Agreement Year during the Term.

(b) Rebates. Beverage Provider will pay District a rebate of Two Dollars (\$2.00) for each standard physical case of 20 oz. Sparkling CSD and 20 oz. Powerade Products purchased and paid for by

District for sale on the Campus during the Initial Term and any Extension Term, as applicable ("Rebates"). The Rebates shall be paid annually, in arrears, within sixty (60) days after the end of each applicable Agreement Year in which the Rebate was earned and will be based on Beverage Provider's case sales records. Rebates shall not be earned for sales of Products through Beverage Provider's full service vending machines.

(c) Commissions. Beverage Provider shall pay the District commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. Carbonated Sparkling bottles	\$1.50	15%
20 oz. Dasani Water	\$1.50	15%
18.5 oz. Gold Peak Tea	\$2.00	10%

Commissions are paid based upon cash collected, after deducting legally imposed taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any.

Commissions shall not be payable on any sales from vending machines not filled or serviced by Beverage Provider. Vend prices and packages shall be in effect for the current Agreement Year. Beverage Provider may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods. If the parties agree to extend the Agreement beyond the Initial Term, there will be a twenty-five cent (\$.25) Vend Rate increase at the beginning of Agreement Year 3 and 5. Commissions will be paid in arrears, on or about the 20th of each month with an accounting of all sales and monies.

(d) Other Consideration: Beverage Provider shall provide the following to the District:

- (i) Powerade Equipment - During the Initial Term and any Extension Term, as applicable, Beverage Provider shall provide District with athletic equipment, which may include, but not be limited to, coolers, squeeze bottles and towels. The approximate annual retail value of athletic equipment will not exceed Two Thousand Dollars (\$2,000.00) in retail value, as determined in good faith by Beverage Provider.
- (ii) Complimentary Product. During the Initial Term and any Extension Term, as applicable, Beverage Provider shall provide District, upon District's request, with up to One Hundred (100) standard physical cases of 12oz sparkling can or .5lt Dasani Product of Beverage Provider's choosing. In the event District does not request all complimentary Product by the end of the Initial Term or the then Extension Term, as applicable, any remaining complimentary Product shall be retained by Beverage Provider with no further obligation to District.

4. Grant of Beverage Availability and Beverage Merchandising Rights.

District hereby grants to Beverage Provider the following exclusive Beverage availability and merchandising rights.

(a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus although Beverage Provider agrees this Agreement shall not apply to District's in-house child nutrition program in relation to the cafeteria-style food service lines provided to students throughout each school day. District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus. District agrees that District and all other persons serving Beverages on Campus, including without limitation Concessionaires, food service vendors, teams, and booster clubs, shall purchase all (100%) of

their requirements for Products, Approved Cups and carbon dioxide from Beverage Provider. In particular, District shall cause each School administration to do the following:

(i) Offer a selection of Beverage Provider's Products to comply with the following standard Beverage guidelines (the "Guidelines") at the Schools indicated below:

First, the Standards:

Elementary:

- bottled water, including carbonated (no size limit)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (8 oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (9 fl oz or less)
- No caffeine, except for trace amounts of naturally occurring.

Middle:

- same as elementary, except serving sizes for milk and 100% juice/diluted juice increase to 12 ounces
- No caffeine, except for trace amounts of naturally occurring.

High:

- plain bottled water, including carbonated (no size limited)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (12 fl oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (12 fl oz or less)
- Diet beverages up to 20 fl oz (defined as those that are labeled to contain less than 5 calories per 8 fl oz, or less than or equal to 10 calories per 20 fl oz)
- Mid-calorie beverages that are 40 calories or less per 8 fl oz, capped at 60 calories in a 12 fl oz portion size
- Caffeine Permitted

Products offered at the Schools in compliance with the Guidelines shown above shall be available during the regular and extended school day and at all locations in the Schools, except where not permitted by federal or state regulations. The extended school day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare/latchkey programs. District represents and warrants that it will comply with current federal and state regulations regarding the sale of Beverages in Schools at least in accordance with the above Guidelines;

(ii) Obtain Beverage vending services from Beverage Provider, which shall have the exclusive right to provide Beverage vending on Campus;

(iii) Permit Beverage Provider to place a minimum of Twelve (12) Beverage vending machines and Eleven (11) Coolers in mutually agreed upon locations as required to meet Beverage availability needs on Campus;

(v) In the event District ever decides to place vending in the athletic facilities operated by the District, permit Beverage Provider to place vending machines in all athletic facilities operated by the District, including the Stadium;

(iv) Except as otherwise limited by this Agreement, cause Products to be hawked in stands in Approved Cups and plastic bottles at all sporting events and during all events when any items of any make or description are hawked on the Campus.

(b) Beverage Merchandising Rights. Beverage Provider shall have the exclusive right to merchandise Beverages on Campus including the following specific rights:

(i) Trademarks for Products shall be prominently listed on the menu boards of all food refreshment outlets on Campus;

(ii) District shall ensure that all post-mix Beverages served or pre-mix Beverages served, sold or dispensed at concessions and for Team use (including Beverages sold, served or made available in locker rooms, sidelines and players' benches) shall be served in Approved Cups.

5. Signage for Products.

Beverage Provider shall be entitled to signage locations as mutually agreed between District and Beverage Provider at the Schools and athletic facilities. Such signage shall meet Beverage Provider's reasonable specifications as to design, construction, and general appearance. The location, size and appearance and promotional message of any sign are subject to District approval, not to be unreasonably withheld. Without the express written consent of Beverage Provider, Beverage Provider's signage on the Campus shall not be altered, obscured in any way or draped at any time or for any reason by any person or entity, including any broadcaster. All lighted signs and panels promoting Products (including lighted concession advertising) shall be fully illuminated at all events on the Campus for which any signs are illuminated. Beverage Provider shall have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Beverage Provider's cost and discretion, subject to District approval of content, not to be unreasonably withheld.

6. Competitive Products. During the entire Term and any renewal or extension thereof:

(a) No Competitive Products may be sold, dispensed or served anywhere on the Campus.

(b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus, including locker rooms, sidelines and players benches.

(c) No agreement or relationship will be entered into or maintained by District pursuant to which Competitive Products are associated in any manner with the Campus, Schools, Stadium, Teams and/or events at the Stadium in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Competitive Products and Campus, Schools, Stadium, Teams and/or events at the Stadium.

(d) Nothing in this Agreement shall limit the ability of any District employee, student or other individual to possess or to have Competitive Products for his/her personal consumption or to share a limited amount of Competitive Product (i.e., less than ten (10) cases) at no cost at any single small group event on Campus or in employee and faculty lounges, provided that there are no accompanying promotional efforts of any sort for the shared Competitive Products.

7. Pricing. During the Initial Term, Beverage Provider agrees to offer District trade letter pricing as set forth in **Exhibit A**. Such prices shall remain in effect until June 30th, 2020. Thereafter, such prices will be subject to an annual increase of no more than Four percent (4%) over the previous Agreement Year's price, except in the event of an increase of a component of Beverage Provider's cost of goods, manufacture or delivery or increases in taxes, deposits and other government related fees, in which case Beverage Provider may increase prices to cover such increased costs. Annual price increases shall occur automatically on July 1st.

8. Concessionaires. If, during the Term, District elects to contract with a Concessionaire, District will cause Concessionaire to purchase from Beverage Provider all requirements for Products, Approved Cups, lids and carbon dioxide, as applicable. Such purchases will be made at prices and on terms set forth in Beverage Provider's existing agreement with such Concessionaire, if any. If no agreement exists between Concessionaire and Beverage Provider, such purchases will be made at prices and on terms set forth in this Agreement. District acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to District or a Concessionaire if such Concessionaire has an existing agreement with Beverage Provider. If such Concessionaire requires Beverage Provider to pay Concessionaire funding or to provide Products pursuant to prices under the separate agreement with Concessionaire, then District agrees that Beverage Provider may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Beverage Provider to District.

9. Equipment and Service.

(a) During the Term, Beverage Provider will loan to District all Beverage dispensing equipment ("**Equipment**") which is reasonably required in Beverage Provider's discretion to dispense Products at the Campus. District represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and District agrees, to the extent permitted by law, to indemnify and hold harmless Beverage Provider from any damages arising out of defective electrical services.

(b) District agrees (i) it will execute documents evidencing Beverage Provider's ownership of the Equipment, (ii) upon request of Beverage Provider, District will execute Beverage Provider's Equipment Placement Agreement ("**BPEPA**"), however, if any of the terms of the BPEPA are in conflict with the terms of this Agreement, this Agreement will control, (iii) the Equipment may not be removed from the Campus without Beverage Provider's written consent, (iv) District will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Beverage Provider for the Equipment, and (v) District will be responsible to Beverage Provider for any loss or damage to the Equipment, reasonable wear and tear excepted.

(c) Beverage Provider will provide District with reasonable, free service to its Equipment. All equipment service will be provided during normal business hours. Beverage Provider shall not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Beverage Provider. Beverage Provider shall not be liable for damages of any kind arising out of delays in rendering service.

10. Liquidated Damages. In the event of termination during any Agreement Year during the Term for any reason except for Beverage Provider's default, District agrees to pay liquidated damages to Beverage Provider in the amounts set forth on **Exhibit B** and not to claim that any of the amounts in **Exhibit B** constitute a penalty and, to pay pro rata costs of refurbishing and installing the Equipment. The parties further agree that, in the event of termination of the Agreement prior to the end of any Agreement Year

during the Term, the non-prevailing party will pay any costs of court, attorneys' fees or related expenses incurred by the prevailing party to enforce the terms of this Agreement.

11. Remedies for Loss of Rights.

(a) In addition to any other legal or equitable remedy, District will have the right to terminate this Agreement upon forty-five (45) days prior written notice to Beverage Provider at any time if:

(i) Beverage Provider fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in this Section 11(a); or

(ii) Beverage Provider breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 11(a).

(b) In addition to any other legal or equitable remedy, Beverage Provider will have the right to terminate this Agreement upon forty-five (45) days prior written notice to District at any time if:

(i) District breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 12(b); or

(ii) District's right to convey the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of one hundred twenty (120) days or more.

(c) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Beverage Provider may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of District.

(d) If (i) any of the rights granted to Beverage Provider herein are materially restricted or limited during the Term or (ii) if there is a closing of any material component of the Campus, or (iii) a Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season, (iv) the Schools' enrollment declines below 95% or the standard school year is shortened; or (v) government or other regulation limits or prohibits the availability of Beverages as outlined in Section 4; (whether or not due to a cause beyond the reasonable control of District including a strike or other work stoppage), then in addition to any other remedies available to Beverage Provider, Beverage Provider may elect, at its option to adjust the Sponsorship Funding to be paid to District for the then remaining portion of the Term (and District shall pay to Beverage Provider as required by **Exhibit B** and a pro rata refund of the costs of refurbishing and installing the Equipment), or to extend the Term of this Agreement, to reflect the diminution of the value of rights granted hereunder to Beverage Provider. In the event Beverage Provider elects to exercise its right to such adjustment and refund, District may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Beverage Provider of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Beverage Provider may terminate the Agreement upon sixty (60) days' prior written notice to the District.

(e) Beverage Provider shall have the right to withhold and not pay further Sponsorship Funding or any other amounts which may become payable to District pursuant to this Agreement if: (i) District has failed to perform its obligations hereunder, (ii) Beverage Provider's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

12. Notices. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Beverage Provider:

Coca-Cola Southwest Beverages LLC
600 North May Avenue
Oklahoma City, Oklahoma 73107
Attention: Sales Center Manager

with a copy to:

Coca-Cola Southwest Beverages LLC
14185 Dallas Parkway
Suite 1300
Dallas, TX 75254
Attention: General Counsel

If to District:

Stillwater Public School District
314 S. Lewis Avenue
Stillwater, OK 74074
Attention: Superintendent

13. Risk of Loss. The District shall not be liable for damage to or destruction of the Equipment, vending machines or the contents of the vending machines including, but not limited to, vandalism, except to the extent such damage or destruction is caused by the acts or negligence of District or its employees. Beverage Provider will carry property damage insurance sufficient to cover losses to its property located on District premises. Beverage Provider may, in its sole discretion, elect to remove replace or relocate to another location any vending machines which have been subjected to acts of vandalism.

14. Insurance. Beverage Provider shall maintain a) Commercial General Liability in an amount no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate; b) Commercial Automobile Liability in an amount no less than \$2,000,000 combined single limit; and c) Workers' Compensation with statutory limits and Employers Liability in an amount no less than \$1,000,000 each accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease. The Commercial General Liability and Commercial Automobile Liability policies shall include the District as an additional insured.

15. Indemnity. In addition to liability insurance, and not in lieu thereof, Beverage Provider does hereby agree to indemnify and hold District harmless from any and all claims, demands and causes of action to the extent arising from Beverage Provider's operation of the vending Equipment upon District's campus with the understanding that the obligations set forth above shall not apply to the extent caused by the acts, omissions, or negligence of the District or its employees.

16. Employee Criminal Convictions. Beverage Provider will not permit any employee to work on District premises during normal District hours if the employee has been convicted of any offense for which the employee is required to register under the Sex Offender's Registration Act or the Mary Rippey Violent Crime Offenders Registration Act or of any felony offense unless 10 years have elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal

offense. Beverage Provider agrees to execute and deliver, upon request of the District, statements of compliance declaring that no employee working on District premises is in violation of the provisions of this section. Beverage Provider's conviction of a violation of OKLA. STAT. tit. 57, § 589 will constitute grounds for immediate termination of this Agreement pursuant to the provisions of Section 11(a).

17. Removal of Machines Upon Termination. Upon termination of this Agreement for any reason, Beverage Provider is granted a right of access to District premises in order to remove its Equipment. Such removal shall take place within sixty (60) days after termination and Beverage Provider will repair and restore any damage to District property resulting from the installation, maintenance or removal of its Equipment caused by Beverage Provider.

TERMS AND CONDITIONS

Representations, Warranties and Covenants

(a) Representations, Warranties and Covenants of District. District represents, warrants and covenants to Beverage Provider as follows:

(i) District Authority. District has full power and authority to enter into this Agreement and to grant and convey to Beverage Provider the rights set forth herein.

(ii) District Binding Obligation. All necessary approvals for the execution, delivery and performance of this Agreement by District have been obtained, and this Agreement has been duly executed and delivered by District and constitutes the legal and binding obligation of District enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. District has not entered into, and during the Term of this Agreement, will not enter into (a) any other agreements (including agreements with any broadcaster or any other Beverage providers of the Campus, Schools, Stadium and/or the Teams) which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising that are inconsistent with the rights granted to Beverage Provider pursuant to this Agreement, including any agreements with Concessionaires or third party food service operators, vending companies, boosters, parents and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food (including agreements with broadcasters or other Beverage Providers of the Campus, Schools, Stadium and/or the Teams). District further covenants that it will require compliance with the relevant provisions of this Agreement by third party food service operators, vending companies, Concessionaires, boosters, parent and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food on the Campus, or which sponsor events on the Campus.

(b) Representations and Warranties and Covenants of Beverage Provider. Beverage Provider hereby represents, warrants and covenants as follows:

(i) Authority. Beverage Provider has full power and authority to enter into and perform this Agreement.

(ii) Binding Agreement. All necessary approvals for the execution, delivery and performance of this Agreement by Beverage Provider, have been obtained, and this Agreement has been duly executed and delivered by Beverage Provider, and constitutes the legal and binding obligation of Beverage Provider, enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. Beverage Provider has not entered into and during the Term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

(c) General. Each of the parties hereto agree that the representations, warranties and covenants contained herein shall survive the execution and delivery, and if appropriate the termination, of this Agreement.

Assignment. District may not assign this Agreement without the prior written consent of Beverage Provider. Beverage Provider may assign all or part of its rights and obligations under this Agreement to any licensed bottler of The Coca-Cola Company ("Company"), Company or any of Company's subsidiaries.

Claims. In no event will Beverage Provider accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement ("Claims") more than one (1) year from the date of invoice or the date of funding or consideration, as applicable. In order to present Claims within forty-five (45) days of the date of invoice, commission report, check or other applicable documentation, District shall provide Beverage Provider a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. In order to present Claims later than forty-five (45) days from the date of invoice (but not more than one (1) year from the date of invoice), District shall provide to the Beverage Provider a request as specified above, and, in addition, submit true copies of any check remittances, and any other relevant documentation showing proof of Claim. Beverage Provider will review each Claim in good faith and provide responses to each properly-made Claim. Beverage Provider will work directly with the District to resolve any Claims or audit issues, but will not interact with third-party auditors or contractors. Any audits requested by District shall take place during normal business hours and shall be conducted at Beverage Provider's place of business.

Modifications. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Agreement may be amended only in writing signed by each of the parties hereto.

Relationship of Parties. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

Retention of Rights. District shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company, nor shall this Agreement give District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Applicable Law. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

Jury Waiver. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

Captions. The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

Entire Agreement. This Agreement shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, Agreements, promises or statements, either oral or written, by and between either party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date last below written.

Beverage Provider:

By: Kimberly Adler
Printed Name: Kimberly Adler
Title: Sales & Operations Director
Date: 6-18-2020

District:

By: [Signature]
Printed Name: R.E. Graalson, Jr
Title: Pres. BOE.
Date: 6-9-2020



EXHIBIT A

Pricing Schedule*

<u>Package</u>	<u>Price per case</u>
20 ounce Carbonated Sparkling Bottles	\$ 27.00
16 ounce Body Armor	\$ 17.50 (12pk)
16.9 ounce Dasani Water	\$ 10.00
20 ounce PowerAde	\$ 25.00
18.5 ounce Gold Peak Tea	\$ 14.50 (12pk)

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees and recycling fees.

EXHIBIT B

In the event of termination during any Agreement Year of the Term, District shall pay the following to Beverage Provider, as liquidated damages and not as a penalty:

Month in which termination occurs during any Agreement Year	Amount due Beverage Provider
first month of any Agreement Year	\$3,000
second month	\$2,750
third month	\$2,500
fourth month	\$2,250
fifth month	\$2,000
sixth month	\$1,750
seventh month	\$1,500
eighth month	\$1,250
Ninth month	\$1,000
Tenth month	\$750
eleventh month	\$500
twelfth month	\$250

These figures assume that the Agreement Year payment has been made for the Agreement Year in question. If no payment has been made, nothing shall be payable to Beverage Provider pursuant to this Exhibit B.



Customer: Stillwater School District 16
 Created By: Filomena Lucia
 New Contract
 2/1/2023
 Proposal Valid for 30 days

FINALSITE ORDER

This Finalsite Order (the “**Order**”) is entered into by and between Active Internet Technologies, dba Finalsite (“**Finalsite**”) and Stillwater School District 16 (“**Customer**”) and sets forth the terms of Customer’s use of the products and services set forth below (“**Pricing Summary**”). This Order, together with the Master Terms and Conditions for Services (the “**Master Terms**”) located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The “**Effective Date**” of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package

Blackboard WCM Composer Upgrade

The Statement of Work (“SOW”) for this Creative Services Package can be reviewed here <https://www.finalsite.com/sow-wcm-conv>

Composer CMS Platform

Core Communications Platform - Blackboard WCM Conversion

View a detailed description of what's included in your software package here <https://www.finalsite.com/wcm-conv-pkg>

Products Included in Communications Core Platform - Blackboard WCM Conversion

Finalsite Composer Content Management System	Forms Manager (40 forms pooled)
Admin Users, Editors (30)	Granular Permissions
Admins with ticketing rights (10)	HTTPS Implementation
Bandwidth (14 GB)	Knowledge Base and Product Training Resources
Basic Integrated Site Search	Mobile Friendly, Responsive Designs
Calendar Manager	News / Blogs via Posts (40 boards pooled)
Website cloud storage / 140 GB /mo	Page Based Notifications (Unlimited)
Comprehensive Training Program	Published Pages (Unlimited)
Content Migration for Tiers 1, 2, 3	Resources (Media, Galleries, Document Library)
District Site and 9 Additional Sites	Secure Hosting & CDN
Drag - and - Drop Page Elements	Single Sign-On
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Embeds
Faculty / Staff Portal	Standard Support Plan



Customer: Stillwater School District 16
Created By: Filomena Lucia
New Contract
2/1/2023
Proposal Valid for 30 days

Services: Initial Term and Fees:

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Jul 01 2023	\$ 2,000
Period 2 - Jul 01 2024	\$ 2,200
Period 3 - Jul 01 2025	\$ 2,400
Period 4 - Jul 01 2026	\$ 2,600
Period 5 - Jul 01 2027	\$ 2,800



Customer: Stillwater School District 16
Created By: Filomena Lucia
New Contract
2/1/2023
Proposal Valid for 30 days

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsité will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsité and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Stillwater School District 16
DocuSigned by: Signature <i>Uwe Gordon</i> 023B4A5494084E6...
Name (printed) Uwe Gordon
Title (printed) Superintendent
Date 2/2/2023

Active Internet Technologies ("AIT")
DocuSigned by: Signature <i>Jim Calabrese</i> 59DAB97801BB4F7...
Name (printed) Jim Calabrese
Title (printed) Chief Financial Officer
Date 2/2/2023

DS

 As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsité as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.



Customer: Stillwater School District 16
 Created By: Filomena Lucia
 New Contract
 2/1/2023
 Proposal Valid for 30 days

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact	Michael Arnold
Title	CFO
Address	5021 N Perkins Rd
City, State Zip	Stillwater, OK 74075
Phone	405-533-6300
Email	marnold@stillwaterschools.com

Project Contact	Barry Fuxa
Title	Communications Coordinator
Phone	405-533-6300
Email	bfuxa@stillwaterschools.com

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)	Uwe Gordon
Title	Superintendent
Email	ugordon@stillwaterschools.com

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

**AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
INDEPENDENT SCHOOL DISTRICT NUMBER 16, PAYNE COUNTY, OKLAHOMA
(STILLWATER BOARD OF EDUCATION)
(Hereinafter Referred to as the "Issuer")
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC
(Hereinafter Referred to as "HSAM")**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "**Obligations**"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "**Arbitrage Amount**") from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

We are pleased to submit the following proposal for consideration; and if the proposal is accepted by the Issuer, it shall become the agreement (the "**Agreement**") between the Issuer and HSAM effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

Covenants of Hilltop Securities Asset Management

2. We agree to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any extraordinary expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. We agree to perform the following duties in connection with providing arbitrage rebate compliance services:
 - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
 - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
 - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain Issuer records and work product pursuant to its own internal document retention policy.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
 - a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.
 - b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
 - c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of the Initial Agreement with the Issuer, even if the error is discovered after the date of HSAM's engagement.

Obligations Issued Subsequent to Initial Contract

6. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement, if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
 - a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to HSAM with regard to a particular issue, HSAM shall have no obligation to provide any services hereunder with respect to such issue.
 - b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and extraordinary expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement expires or is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer, provided that such records have not been destroyed pursuant to HSAM's internal document retention policy. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed or performed.

Acceptance of Agreement

8. This Agreement is submitted in duplicate originals. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the date appearing below the signature of HSAM's authorized representative hereon. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its principles of conflicts of laws.

Acceptance will be indicated on both copies and the return of one executed copy to Hilltop Securities Asset Management.

Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

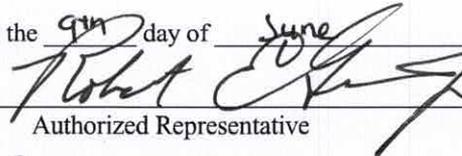
By  _____
J. Colby Jackson, Director

Date _____

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by

Stillwater Public Schools Board on this the 9th day of June, 2020
of Education

By  _____
Authorized Representative

Title President

Printed Name Robert E. Graalman, Jr.



APPENDIX A - FEES

The Obligations to be covered initially under this contract include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM's fee for arbitrage rebate services is based upon a fixed annual fee per issue. The annual fee is charged based upon the number of years that proceeds exist subject to rebate from the delivery date of the issue to the computation date.

HSAM's fees are payable upon delivery of the report. The first report will be made following one year from the date of delivery of the Obligations and on each computation date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Computation Year shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this contract shall be based on the table below.

Description	Annual Fee
ANNUAL FEE	\$1,200
COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:	
<ul style="list-style-type: none"> • Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items 	INCLUDED
OTHER SERVICES AVAILABLE:	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	\$750

EXPLANATION OF TERMS:

- a. **Computation Year:** A “Computation Year” represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one “computation year,” the annual fee is multiplied by the number of computation years contained in the calculation being performed. If a calculation includes a portion of a computation year, i.e., if the calculation includes 1 ½ computation years, then the base fee will be multiplied by 1.5.
- b. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- c. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a “bond year” basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- d. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be “carved out” for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted “safe-harbor” methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. HSAM uses one of the applicable safe-harbor methods when doing these calculations.
- e. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the “Reserve Fund”) into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- f. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, “bona fide” (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer’s tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. HSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- g. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is “bona fide.” For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an “earnings test” be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.
- h. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to “transferred proceeds” calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially “adopts” the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These

calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

- i. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it's possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a "de-allocation" of proceeds may be required to comply with the limitation rules outlined in the regulations.

- j. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a "temporary period," during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.



Purchaser ("Purchaser"):
 Westwood Elementary School
 502 SOUTH KINGS ST
 STILLWATER, Oklahoma 74074

Service Location ("Premises"):
 Westwood Elementary School Elevator
 Maintenance
 502 SOUTH KINGS ST
 STILLWATER, OK 74074

KONE Inc. ("KONE")
 Tulsa
 2341 W Albany St.
 Broken Arrow, OK 74012

TENDER DATE: 05/11/2021

EFFECTIVE DATE: 08/16/2021

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
KONE	Elevator	MRL	1

2. SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. MRL Elevators

1. **Relay Logic Control System**
All control system components.
2. **Microprocessor Control System**
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Gearless Machines Components**
All MRL machine components.
4. **Hoistway and Pit Equipment**
All elevator control equipment and buffers.
5. **Rails and Guides**
Guide rails, guide shoe gibs, and rollers
6. **Ropes**
Hoist ropes, governor ropes, and compensation ropes.
7. **Wiring**
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. **Door Equipment**
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
9. **Manual Freight Door Equipment**
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. **Power Freight Door Equipment**
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
11. **Signals and Accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**
All elevator control system components on the car.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when

required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (Passenger Elevator;)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. EXCLUSIONS

The following are excluded from the scope of services:

A. **GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of ONE (1) year and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

8. INSURANCE AND INDEMNIFICATION

KONE will provide its standard certificate of insurance.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the KONE office as set forth on Page 1.

13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The

terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$375 per month payable by Purchaser annually in advance (\$4,500.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$375 per month	
Semi-Annual in advance payment	3% Increase	\$386.25 per month	
Quarterly in advance payment	6% Increase	\$397.50 per month	
Monthly in advance payment	8% Increase	\$405.00 per month	

Westwood Elementary School

Camille Frye DeYong
 (Signature of Authorized Representative)

Camille Frye DeYong
 (Print Name)

President
 Title

6/8/21
 Date



Respectfully submitted,

John Hintz

KONE Inc.

Roger Wallheim
 (Approved by) Authorized Representative

General Manager
 Title

5/18/2021
 Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. Passenger Elevator

- CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
- CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.
- QEI Inspection Fees - QEI Inspection service and administration fees to coordinate a third party Qualified Elevator Inspector is present when required for annual testing of equipment. This does not include testing requirements due to repair or replacement of any components required by local jurisdictions to have additional testing or certification by Inspection.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:
 - A. **KONE Care 24/7 Connect - Performance Analytics**
 If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Passenger Elevator	43401766			X

4. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
5. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
6. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
7. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
8. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date,

KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.

9. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company: <i>Independent School District 16, Payne County, Oklahoma</i>		
Address: <i>314 S. Lewis</i> <i>DBA: Stillwater Public Schools</i>		
City: <i>Stillwater</i>	State: <i>OK</i>	Zip: <i>74074</i>
Contact Name: <i>Jerica Dawson</i>	Title: <i>Chief Financial Officer</i>	
Phone: <i>405.533-6310</i>	Fax: <i>405.533-6311</i>	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.) <i>Yes</i>		
Federal tax ID #: <i>736021194</i>		

Where should the invoice be sent?		
Legal Name of the Company: <i>Independent School District 16, Payne County, Oklahoma</i>		
Attention: <i>Shannon Flores</i> <i>DBA: Stillwater Public Schools</i>		
Address: <i>314 S. Lewis</i>		
City: <i>Stillwater</i>	State: <i>OK</i>	Zip: <i>74074</i>
Contact Name: <i>Shannon Flores</i>	Title: <i>Encumbrance Clerk</i>	
Phone: <i>405.533-6300</i>	Fax: <i>405-533-6310</i>	
Federal tax ID #: <i>736021194</i>	Email: <i>sflores@stillwaterschools.com</i>	

Who will be responsible for paying the invoices?		
Legal Name of the Company: <i>Same As Above</i>		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

RECEIVABLES SERVICING AGREEMENT

This Agreement is made and entered into this 7th day of August, 2018, by and between **INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA, a/k/a STILLWATER PUBLIC SCHOOLS** (the "District"), and **MILLENNIUM FINANCIAL GROUP, LLC** ("MFG"). In consideration of the following covenants and agreements, the parties mutually agree:

RECITALS:

A. District is a political subdivision of the State of Oklahoma. MFG is an Oklahoma limited liability company.

B. MFG is a debt collection agency experienced in the collection of unpaid debts, obligations and other receivables ("Debt") from individuals and entities indebted to the District ("Debtors").

C. District desires to engage MFG to collect unpaid Debts as assigned for collection by District from time to time and MFG desires to accept such engagement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound, District and MFG agree as follows:

SECTION 1: ADMINISTRATIVE RESPONSIBILITIES

1.1 Debts Sent for Collection. District will, from time to time throughout the term of this Agreement, send to MFG documentation for any outstanding Debt owed to the District for which MFG's debt collection services are desired. For each Debt assigned to MFG, MFG will acknowledge promptly, in writing, the Debtor's name, the amount of the Debt, and the date assigned. Upon receipt of MFG's acknowledgment, the District will immediately notify MFG of any error, omission or discrepancy. MFG will attempt to collect the Debt from the Debtors so referred in a professional and prompt manner using all appropriate ethical and legal methods. MFG will maintain strict confidentiality in regards to all information provided by the District or discovered through the provision of its services, and will use that information for the sole purpose of collecting the Debt.

1.2 Debtor Contact. Upon assignment of a Debt for collection, the District will terminate all communication with the Debtor regarding the assigned Debt. The District agrees to refer all contact from the Debtor regarding the Debt to MFG and to report all phone contacts, payments or settlement offers, letters, bankruptcy notices, threats, disputes, counterclaims, etc. received from or on behalf of a Debtor or his attorney or representative. District agrees that MFG shall be solely responsible for the collection of any Debt assigned to it, and that District will make no other assignment of the Debt to any third party.

1.3 Debt and Debtor Information. District represents to MFG that, to the best of its knowledge, all Debts assigned to MFG for collection are valid and legal obligations of the Debtor.

MFG is entitled to rely upon the District to provide correct information regarding a Debt and, specifically, about any dollar amount in question.

SECTION 2: COMMISSIONS ON DEBTS COLLECTED

2.1 Commissions. For each Debt that is referred by the District to MFG for collection, the District agrees to pay a commission in the amount of 35% of amounts actually collected. Commissions shall be owed on Debts collected by any party following assignment of the Debt to MFG, including amounts paid directly to the District by the Debtor or any third party payor.

2.2 Notification of Collections. MFG will notify District on a monthly basis of any monies it receives from Debtors. By the 30th day of each month, MFG will provide a detailed accounting of all collections made during the previous month setting forth the amount of each payment, the date paid, and the amount of MFG's commission thereon. MFG's remittance for the period will accompany said accounting. The District will pay to MFG the commission due as indicated on said accounting by the end of the month in which it is received. MFG reserves the right to reasonably delay the remittance of any amount collected if MFG has received or anticipates receipt of a court order, creditor's claim, bankruptcy filing or appeal relating to it. MFG reserves the right to audit District's receivables for child nutrition accounts on a quarterly basis with respect to any Debt placed with MFG by District for collections.

2.3 Debtor Payments. MFG shall only accept certified or cashier's checks, money orders, debit or credit cards, or cash as payment from Debtors. When accepting debit or credit cards, MFG shall add the merchant commission/charge to the amount due so that the District will receive the full amount of the payment made. If a Debtor pays with cash, MFG will deposit such cash in its own bank account and issue a check to the District for the amount received. MFG shall ensure that any payment to the District correctly identify the Debtor payor and the Debt to which the payment applies. District hereby authorizes MFG to endorse and deposit into MFG's bank account negotiable instruments made payable to the order of the District and received in payment or partial payment of a Debt.

SECTION 3: TERM AND TERMINATION

3.1 Term. This Agreement will commence on August 7, 2018, and end on June 30, 2019. At the expiration of the initial Term, this Agreement will expire unless renewed in the manner described in Paragraph 3.2.

3.2 Additional Term. The District may renew this Agreement within 60 days after the expiration of the initial Term, whereupon the Agreement will continue in full force and effect, without interruption, unless and until one or both of the parties terminate the Agreement in the manner described in Section 3.3, below.

3.3 Termination. Notwithstanding the foregoing, either party may terminate this Agreement at any time by providing 30 days written notice to the other party. Upon notice of termination of this Agreement, any Debt or accounts receivable information then held by MFG will

be returned to the District. MFG will be entitled to commission on any payments received by the District within 90 days following cancellation for Debts assigned to MFG for collection.

SECTION 4: INSURANCE AND INDEMNIFICATION

4.1 Insurance. MFG, at its expense, shall at all times maintain a comprehensive business liability policy and a comprehensive Errors and Omissions policy, with policy limits of \$1,000,0000 for each. MFG shall instruct its insurance agent to provide copies of the policy declaration pages to the District, and, upon request, copies of the policies.

4.2 Indemnification. MFG agrees to indemnify, defend, and hold the District harmless from and against any and all losses, damages, liability for injuries to persons and/or property, and legal expenses caused by, or claims or damages occurring incident to or arising from the acts of MFG and/or its agents or employees in providing services pursuant to the terms of this Agreement.

4.3 Fair Debt Collections Practices Act (FDCPA). MFG shall, at all times, comply with the terms of the Fair Debt Collections Practices Act and all local, state, and federal laws. MFG specifically agrees to indemnify and hold the District harmless from any claims alleging violations of the Fair Debt Collections Practices Act and any other fair debt collection or consumer protection laws.

SECTION 5: MISCELLANEOUS

5.1 Notices. Any notice required by or concerning this Agreement shall be in writing and delivered by certified mail, return receipt requested, to the affected party or parties at the following address(es):

Millennium Financial Group, LLC
3000 United Founders Boulevard, Suite 219
Oklahoma City, OK 7311201

Stillwater Public Schools
Attn: Superintendent
314 South Lewis Street
Stillwater, OK 74074

Any party may change its address for notice purposes, by notifying the others, in writing, as provided in this Section.

5.2 Choice of Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma; and the District Court of Payne County, Oklahoma shall possess proper jurisdiction and venue with respect to any litigation brought to enforce the provisions hereof. This Agreement shall be deemed to have been entered into in Stillwater, Oklahoma.

5.3 Entire Agreement. This Agreement constitutes the parties' entire agreement, and its terms and conditions shall supersede all negotiations and agreements between them.

5.4 Written Modification. This Agreement and its provisions shall not be altered, modified, or amended, in any respect, except by writing duly signed by the parties.

5.5 Signing. This Agreement may be executed in multiple counterparts, each of which when executed shall be deemed an original.

5.6 Bankruptcy. If a Debtor files bankruptcy following assignment of the Debt to MFG for collection, MFG shall immediately notify the District. MFG shall either file an appropriate claim in the Debtor's bankruptcy as necessary to preserve the District's interest, or notify the District that it does not intend to do so and that MFG is returning the file to the District and will undertake no further collection activities on the Debt.

5.7 Attorney's Fees. In any action to enforce or interpret any provision of this Agreement or to recover damages for its breach, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any other relief obtained.

5.8 Severability. Invalidity or unenforceability of any provision of this Agreement, under any statute, ordinance or governmental rule or regulation, shall not affect the validity or enforceability of any other provision of this Agreement.

5.9 Waiver. The waiver of either party of any of its rights under this Agreement shall not be construed as a consent to or a waiver of any subsequent right or breach of this Agreement.

5.10 Paragraph Headings. The paragraph headings used in this Agreement are for convenience in reference and do not limit the scope or meaning of the terms thereunder.

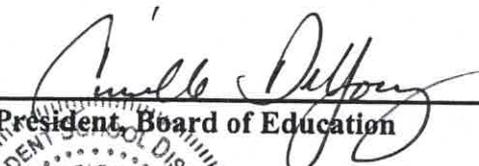
IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement on the day and year first above written.

MILLENNIUM FINANCIAL GROUP, LLC

By: 

Brent Henrichsen, Managing Partner

**INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA, a/k/a
STILLWATER PUBLIC SCHOOLS**

By: 

President, Board of Education



Section (A) Dealer Information

Dealer Office Number	Dealer Office Name	Phone #	Date Submitted
----------------------	--------------------	---------	----------------

Section (B) Billing Information

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name): *Stillwater Public Schools Board of Education*

DBA

Billing Address: *314 S. Lewis*

Billing City: *Stillwater* State: *OK* Zip Code - 4: *74074*

Billing Contact Name: *John Anders* Contact Phone Number: *405-533-6340*

Billing Contact Title: *Facilities Director* Contact Fax Number: *409-533-6339*

Billing Contact email Address: *janders@stillwaterschools.com* Purchase Order Number:

Company Name (Full legal name): *Stillwater Board of Education*

DBA: *Stillwater Public Schools*

Installation Address (No PO Boxes or General Delivery): *114 E 32*

Installation City: *Stillwater* State: *OK* Zip Code - 4: *74074*

Installation Contact Name: *John Anders* Phone Number: *405 533 6340*

Installation Contact Title: *Facilities Director* Fax Number: *405 533 6339*

Installation Contact email Address: *janders@stillwaterschools.com*

Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable)	<input type="checkbox"/> See additional listed products on attached continuation schedule.
1	IM460		
2			
3			
4			
5			

Section (E) Lease Payment Information & Lease Payment Schedule

Section (G) Postage Meter & Postage Funding Information

Tax Status:

Taxable

Tax-Exempt. *Certificate attached.*

Billing Frequency:

Monthly

Quarterly

Annually

Billing Method:

Standard

Government Payment in Arrears

Period	# of Months	Monthly Payment (plus applicable taxes)
First	<i>63</i>	<i>\$210.00</i>
Next		
Next		
Next		

Current Lease Number:

New Lease Number:

Main Post Office Name:

Post Office 5-Digit Zip Code:

Postage Funding Method:

Bill Me OMAS / CPU

Prepay by Check OMAS Agency Code

ACH Debit Existing

Attach ACH Authorization Form Attach USPS CPU Authorization Letter

Postage Funding Account:

POC TMS

New Existing

Existing Account Number:

Section (H) Services

Rate Protection: Online Postal Rates *covered product*

RCP (Shipped Update) *updated rate*

None *change price*

iMeter Apps:

Online Postal Expense Management

Online E-Services

Online E-Services with Electronic Return Receipt

Software: Software Advantage *Covered Product*

Dealer Services: Maintenance Installation / Training

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initialed here _____

This document consists of a Product Lease ("Lease") with MailFinance Inc., and/or a Postage Meter Rental Agreement ("Rental Agreement") and an Online Services and Software Agreement with Neopost USA Inc., and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (versions D-03-11), which are also available at <http://www.neopostinc.com/terms/Dealer-Lease-03-11.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature: *[Signature]* Print Name and Title: *MILLIE STEVENSON CITIZEN FINANCIAL OFFICER* Date Accepted: *8/30/12*

Accepted by Neopost USA and its Affiliates

RECEIVED SEP 27 2012

Copy

MailFinance

A Neopost USA Company

Lease Confirmation, Delivery and Acceptance Form

SO #: 12625436

Cust#: 973730

Lease Number:
H1209110

Full Customer Name:
STILLWATER PUBLIC SCHOOLS

Phone:
405-533-6340

Billing Address:
114 E 32ND

City:
STILLWATER

State:
OK

Zip:
74074

Contact Name:

Equipment Location (If different from billing address)

Installation Address:
SAME

City: State: Zip:

Equipment Installed

Quantity	Model Number	Serial	Description
1	IM460	DC1211504106	MAILING MACHINE
1	IMWP10	271201004665	10LB WEIGHT PLATFORM
1	IMMSF4	DH12260032	ADVANCED FEEDER
			Q

As evidenced by this Lease Confirmation, Delivery, and Acceptance Form, Lessee acknowledges receipt, in good condition and satisfactory installation of all of the items described in the above referenced Lease and certify that the Lessor has fully and satisfactorily performed each, every and all covenants and conditions to be performed by it under the Lease between Lessor and Lessee. By signing below Lessee acknowledges and agrees that the equipment that was delivered is what the Lessee ordered from Neopost USA and the equipment was satisfactorily installed. By signature below Lessee accepts the equipment and agrees to the terms as outlined in the Lease Agreement.

Lessee: (Print Full Company Name)

Stillwater Public Schools

Signature

09-27-2012

Installation Date:

Clayton Tselee

Print Name:

WAREHOUSE SUPER.

Title:

09-27-2012

Delivery Date:

METER MOVEMENT REPORT (MMR)

Please complete all sections to ensure proper processing of the meter.

SECTION A - ACCOUNT INFORMATION

Date 9/27/12	Return Authorization #	Funding Account # 26422334 ✓	Mailer Agreement #
-----------------	------------------------	---------------------------------	--------------------

SECTION B - CUSTOMER INFORM

CUSTOMER STILLWATER PUBLIC SCHOOLS	ADDRESS 114 E 32 ND , STILLWATER, OK 74074
Print Customer Name	Customer Telephone

Customer Signature (Required)

Clayton Belce

SECTION C - METER INFORMATION

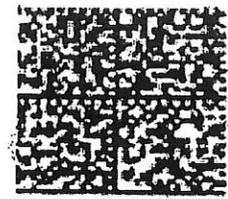
Meter Model N221	Meter Serial 82054565
Descending Register Postage Remaining In Meter	\$ 2113300
Ascending Register Postage Used	\$ 33101.700
Postage Total Descending + Ascending Registers	\$ 35215.000

SUMMARY REPORT		
DESCENDING	.0660	00000000 03/26/10
ASCENDING	23.940	
POST OFFICE ITEMS	87	

Perform An Audit, Print & Attach Meter Register Summary Report, And Record Totals

SECTION D - WITHDRAWAL INFORMATION

- 1 Complete Section A - Account Information
- 2 Complete Section B - Customer Information including your signature.
- 3 Record the Meter Model and Meter Serial number in Section C.
- 4 Perform an Audit.
- 5 Print and attach the Meter Register Summary Report.
- 6 Record the Descending and Ascending Registers in Section C.
- 7 Add the Ascending Register to the Descending Register for the Postage Total.
- 8 Perform a Withdrawal and attach the Withdrawal Indicia.
- 9 Package the meter.
- 10 Record the tracking information below.
- 11 Photocopy the completed MMR & place the original MMR in the carton.
- 12 Maintain a copy for your records.

	013H15101058
	UNINSTALLED
	03/26/2010
	08854

Perform Withdrawal and Attach Withdrawal (Uninstalled) Indicia

- A successful withdrawal process will credit any remaining funds to the funding account.
- Please contact Neopost USA to verify credit.
 - If the withdrawal is unsuccessful, funds will be credited to your account by the Postal Compliance team upon receipt of the meter.
 - You will be notified by letter of the credit.

Record and affix tracking information below. Retain a copy of the tracking number for your records.

Shipping Tracking #	Shipped Date
---------------------	--------------

**Please maintain a copy of the Meter Movement Report for your record.
Thank you!**

FAILURE TO RETURN THE POSTAGE METER WILL RESULT IN AN INVOICE FOR THE METER.

Hasler

FIRST-CLASS MAIL

09/27/2012

US POSTAGE

\$00.00⁰



ZIP 74074
011D11634395

GENERAL REGISTERS
DIE NO 049J82054555

NORM. ITEMS	60920
HIGH ITEMS	2495
ZERO ITEMS	64
TOTAL ITEMS	63479

OMECORP, L.L.C.

MAINTENANCE AGREEMENT

AGREEMENT, made and entered into this 27TH SEPTEMBER, 2012 by and between
 OMECorp, L.L.C. ("OME") and STILLWATER PUBLIC SCHOOLS
 _____ ("Customer")

EQUIPMENT TO BE COVERED BY THIS MAINTENANCE AGREEMENT

MODEL	MACHINE NUMBER	SHIFT USAGE	SERVICE TO BEGIN DATE WARRANTY EXPIRES	ANNUAL RENEWAL INVOICING DATE	ANNUAL AMOUNT	PRO-RATED AMOUNT
IM460	DC1211504106					
IMWP10	271201004665					
IMMSF4	DH12260032					
	MAINTENANCE INCLUDED					
	IN LEASE HI2091161					

Is Prepayment Check Attached? Yes No

Check No. _____ Date _____ Amount _____

Customer Purchase Order Number _____

Customer Number _____

Equipment Location Name/Address _____

Firm Name STILLWATER PUBLIC SCHOOLS SAME

Address 114 E 32ND

STILLWATER OK 74074
 City State Zip City State Zip

CUSTOMER AND OME UNDERSTAND AND AGREE THAT THIS MAINTENANCE AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS PAGE.

Authorized Customer Signature Clayton Tselee Date 09-27-2012

Customer Name (Type and Print) Clayton Tselee

ACCEPTED BY:

OMECORP, L.L.C.
 P.O. BOX 471587
 TULSA, OKLAHOMA 74147-1587
 918-664-2588

[Signature] Date 9-27-12
 CUSTOMER COPY

TERMS AND CONDITIONS

The parties hereto covenant and agree as follows.

1. This Agreement shall commence on the date first above appearing ("Commencement Date") and shall continue for an original term of one (1) year and shall automatically renew thereafter for successive like periods unless terminated by either party by the giving of written notice to the other party not less than thirty (30) days prior to the expiration of then current term (original or renewal). The terms and conditions set forth herein shall remain in full force and effect during any renewal term, except that the rate set forth on the reverse side hereof shall be adjusted during any renewal term to the then current rates.
2. During the term hereof, as extended or renewed, OME shall provide Customer pursuant to the terms and condition set forth herein, certain out-of-warranty Service (as herein defined) with respect to the equipment listed on the reverse side hereof (herein collectively called "Machine") unless Service with respect to a particular Machine is scheduled to begin as herein indicated on a date other than the commencement date as shown on the reverse side.
3. OME's obligations hereunder ("Service") shall be limited to providing (i) labor required for satisfactory operation of the Machine and (i) repair or replacement of defective or worn out parts of the Machine but not including shop reconditioning or replacement of complete assemblies resulting from the wearing out of parts.
4. OME's obligations hereunder shall not include (i) service or maintenance required due to accident, negligence, misuse, specification changes or causes other than normal use, (ii) any service or maintenance in connection with attachments or alteration of the Machine, or (iii) furnishing supplies or additional operator instruction after initial installation of the Machine.
5. Any parts or labor provided by OME under a warranty made by OME in connection with the sale of the Machine by OME to Customer shall be provided pursuant to the terms and conditions of said warranty and not pursuant to this Agreement.
6. Service shall be performed during OME's normal business hours: However, Service, when and if available after OME's normal business hours and on Saturdays and Sundays and Holidays shall be charged at OME's then current maintenance rate for labor, travel and expenses in addition to any amount paid by Customer pursuant to this Agreement.
7. If the Machine is regularly used by more than one (1) shift of personnel, the charge set forth herein shall be increased by fifty (50%) percent for each additional shift regularly using the Machine.
8. If, in OME's opinion, the Machine should be removed for shop reconditioning because on-site repair and/or replacement of parts will not keep the Machine in satisfactory operating condition, OME will submit a cost estimate to Customer for reconditioning, and if authorized by Customer, OME will recondition the Machine at the sole expense of Customer, which will be in addition to any amounts paid by Customer pursuant to this Agreement.
9. With respect to any mechanical scales which may be included under this Agreement, OME will undertake, at an additional charge, to adapt such scale to reflect postal rate changes occurring during the term hereof by supplying, if available from manufacturer, revised charts, overlays, parcel delivery service rate strips or other means of updating. The adaptation of each scale will be scheduled within a reasonable length of time prior to or subsequent to the effective date of a postal rate change.
10. Any parts supplied hereunder shall be free from manufacturing defects in material and workmanship under normal use for period of ninety (90) days after same are supplied to Customer. Under this Agreement OME may occasionally install used parts without altering customer's warranty for that part. This warranty does not apply to any part, which has been tampered with or repaired by persons other than a person authorized by OME to perform Service on the Machine or the part has been subjected to misuse or abuse.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN CASE OF ANY BREACH OF THIS WARRANTY, OME'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE. OME SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS OR LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSES OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.

11. The following are hereby expressly excluded from OME's obligation hereunder:

- | | |
|---|--|
| * Electronic circuit boards | * Consumable supplies |
| * Electronic components required for rate increase/change | * Ink rollers, ink, pre-inked assemblies |
| * Rubber rollers and other consumable rubber parts | * Ink cartridges, ribbons |
| * Advertisement Plates | |

12. Customer represents that Customer is not a party to or bound by any contract, agreement, commitment, or obligation, a breach or default of which would be triggered by Customer's execution and delivery of this Agreement.
13. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements, with respect to its subject matter. This Agreement may not be modified except in writing signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase orders or acknowledgements submitted by Customer. Should any legal proceedings be instituted by OME to recover any monies due hereunder, Customer shall pay a reasonable sum as attorney's fees. Neither this Agreement nor any rights hereunder may be assigned by Customer without the prior written consent of OME.



DATE: 03/30/2015

TO: Stillwater Public Schools
1211 N. Washington
Stillwater, OK 74075

FROM: Otis Elevator Company
803 S.E. 83rd
Oklahoma City, OK 73149

EQUIPMENT LOCATION:
Will Rogers Elem School
1211 N Washington
Stillwater, OK 74075

Haley Black
Phone: (405) 947-1401
Fax:(405) 631-1935

PROPOSAL NUMBER: AD9135

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	GEARLESS	OTIS ELEVATOR COMPANY	ONLY ELV *OAD*	611770

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,

contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured

by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

Extended Contract Term	Extended Term Discount	Selection	Initial
Three (3) Years	5%	<input type="checkbox"/>	
Five (5) Years	7%	<input type="checkbox"/>	

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

INSPECTION SERVICE

Otis will arrange for a QEI to witness the annual or five year tests at the above-referenced building. Otis will be responsible for the coordination of the scheduling, testing, and witnessing.

Customer acknowledges that Otis Elevator Company may choose to subcontract the performance of the test. By the signature below, you evidence consent to such subcontract and delegation of duties by Otis Elevator Company. Failure of Otis Elevator Company to perform the delegated duties itself shall not constitute a breach of your current contract.

Should the State of Oklahoma inspection requirements or the cost of the independent Certified Elevator Inspector services change, the price will be adjusted for that reason.

Beginning on the Effective Date, we will invoice you \$400 for a no-load traction, \$300 for a hydraulic pressure test witnessing or \$500 for a full-load test witnessing per elevator, whichever is applicable.

To waive this option and schedule inspections on your own please initial _____.

If the QEI is not coordinated prior to the due date of the safety test, and the test has already been performed by Otis, you will be responsible for the expense of Otis' return trip to perform the test again while it is witnessed by the QEI.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Four hundred fifty dollars (\$ 450.00) per month, payable Annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis 's contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Forty-five dollars (\$ 45.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **12/01/2014** which was **212.600**.

B. Labor

Four hundred five dollars (\$ 405.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2015** which was **70.426**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 04/01/2015.

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed on the first anniversary for an additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current one (1) year term. Thereafter, the Contract will automatically be renewed on each first anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Haley Black
Title: Account Representative

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 4-14-15

Signed: [Signature]

Print Name: - Eric Gudgel

Title - Board President

E-mail: _____

Name of Company - Stillwater Public Schools

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Otis Elevator Company

Approved by Authorized Representative

Date: 3/31/15

Signed: [Signature]

Print Name: Mandy Winter

Title General Manager

BILL TO INFORMATION

Company Name:

Stillwater Public Schools

Address:

314 S. Lewis

Address 2:

City:

Stillwater, OK

State:

Oklahoma

Zip Code:

74074

ACCOUNTS PAYABLE CONTACT

Name:

Dian Porter

Phone Number:

405-533-6300

Fax Number:

405-533-6310

E-mail:

d_porter@stillwaterschools.com

TAX STATUS

Are you tax exempt?

Yes

No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices?

Yes

No

If yes, please provide contact info for PO renewal:

Name:

Dian Porter

Fax:

same as above

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices?

Yes

No

If yes, please provide blank check for bank routing and account information.

EXHIBIT A TO LEASE PURCHASE AGREEMENT

PROPERTY SCHEDULE

Description of Property:

Tract I:

A tract of land lying in the Northwest Quarter (NW/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, being more particularly described as follows: COMMENCING from the Southeast Corner (SE/cor) of said Northwest Quarter (NW/4); THENCE, South 89°53'00" West along the South line of said Northwest Quarter (NW/4) a distance of 320.25 feet to the POINT OF BEGINNING; THENCE, continuing South 89°53'00" West a distance of 73.91 feet to a point non-tangent curve, said point being on the Northerly right-of-way line for Franklin Street, as created by Warranty Deed in Book 349, Page 248, Payne County, Oklahoma; THENCE, along said Northerly right-of-way line Northwesterly on a curve to the right, having a radius of 170.00 feet and an arc length of 35.41 feet, also having a chord bearing of North 75°21'02" West and a chord length of 35.35 feet; THENCE, North 69°23'00" West a distance of 45.46 feet to a point of curvature; THENCE, Northwesterly on a curve to the left, having a radius of 230.00 feet an arc length of 83.23 feet, also having a chord bearing of North 79°45'00" West and a chord length of 82.78 feet; THENCE, South 89°53'00" West and parallel with and 40 foot Northerly of the South line of said Northwest Quarter (NW/4) a distance of 657.10 feet to a point of curvature; THENCE, Northwesterly on a curve to the right, having a radius of 70.00 feet and an arc length of 64.47 feet, also having a chord bearing of North 63°43'29" West and chord length of 62.22 feet to a point of reverse curvature; THENCE, Westerly on a curve to the left, having a radius of 135.00 feet and an arc length of 193.31 feet, also having a chord bearing of North 78°21'42" West and a chord length of 177.21 feet; THENCE, South 60°37'00" West a distance of 42.67 feet to the Easterly right-of-way line of Boomer Drive (Highway 177), as created by Easement for Right-of-way in favor of the State of Oklahoma, recorded in Book 54 Misc., Page 342, Payne County, Oklahoma; THENCE, North 29°23'00" West along said Easterly Right-of-way line created by said Easement for Right-of-way and also the Easement for Right-of-way in favor of the State of Oklahoma recorded in Book 54 Misc., Page 344, a distance of 363.85 feet; THENCE, North 63°47'12" East a distance of 43.03 feet; THENCE, North 00°10'00" East a distance of 240.87 feet to a point on the North line of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the said Northwest Quarter (NW/4); THENCE, North 89°52'00" East, along said North line, a distance of 300.74 feet to the Northeast Corner (NE/cor) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4); THENCE, North 00°10'00" West, along the East line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4), a distance of 660.81 feet to the Northeast Corner (NE/cor) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4); THENCE, South 89°53'00" West, along the North line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4), a distance of 854.57 feet to the Easterly right-of-way line of Boomer Drive (Highway 177) as created by the Easement for Right-of-way in favor of the State of Oklahoma recorded in Book 54

Misc., Page 347 Payne County, Oklahoma; THENCE, North 39°23'00" West along said Easterly Right-of-way line a distance of 28.66 feet; THENCE, North 89°53'00" East, parallel with and 25 foot North of the South line of the Northwest Quarter (NW/4) of said Northwest Quarter (NW/4) a distance of 868.55 feet to a point being 25 foot North of the Southwest Corner (SW/cor) of the Northeast Quarter (NE/4) of said Northwest Quarter (NW/4); THENCE, North 00°10'00" West along the West line a distance of 311.00 feet; THENCE, North 89°53'00" East a distance of 74.68 feet; THENCE, South 24°30'00" East a distance of 123.13 feet; THENCE, South 75°23'00" East a distance of 303.85 feet; THENCE, South 02°09'00" West a distance of 146.67 feet; THENCE, North 89°53'00" East a distance of 241.26 feet; THENCE, South 00°53'00" East a distance of 494.52 feet; THENCE, South 89°49'00" East a distance of 56.12 feet; THENCE, South 27°31'00" East a distance of 198.58 feet; THENCE, South 39°50'00" East a distance of 545.01 feet; THENCE, South 06°11'00" East a distance of 89.20 feet; THENCE, South 44°14'00" West a distance of 150.77 feet; THENCE, North 69°05'00" West a distance of 54.20 feet; THENCE, South 14°28'00" West a distance of 57.39 feet to the POINT OF BEGINNING. LESS AND EXCEPT a tract of land in the Northwest Quarter (NW/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the intersection of the South line of said Northwest Quarter (NW/4) of Section Eleven (11) and the East right-of-way line of Boomer Road which is the POINT OF BEGINNING; THENCE, North 29°23' West along said right-of-way line a distance of 25.00 feet to the South right-of-way line of Franklin Street THENCE, N 60°37' East along said right-way-of line 42.67 feet; THENCE, on a curve to the right having a radius of 65 feet, a length of 90.50 feet, THENCE, on a curve to the left having a radius of 130 feet a length of 41.52 feet to a point on the South line of the Northwest Quarter (NW/4); THENCE, South 89°53' West along said South line 137.97 feet to the POINT OF BEGINNING.

The Property described above is located at the following address:

1515 N. Boomer

Stillwater, Oklahoma

EXHIBIT B TO LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Commencement Date: June 5, 2012

Principal Amount: \$4,085,000.00

Interest Rate*: Fixed Rate – 4.375% (from Commencement Date until June 1, 2018)
Variable Rate – Prime Rate effective as of June 1 of each year
beginning June 1, 2018, plus 1%, but not less than 4.25%, with said
Variable Rate to reset annually each June 1

Payment Frequency: Monthly

Monthly Payment:** \$25,568.91

Maximum Term: June 1, 2032

* Interest shall be computed based on a convention that utilizes twelve 30-day months and a 360-day year, and such interest shall accrue on the outstanding principal amount hereunder for each applicable Payment Date identified above.

** Monthly payments shall be applied as of the first day of each month first to accrued interest and then to the outstanding principal amount.

[Principal Component Payment Schedule provided on following pages]

Principal Component Payment Schedule

Date	Payment Number	Principal Payment	Purchase Price
6/5/2012			4,085,000.00
7/1/2012	1	12,661.44	4,072,338.56
8/1/2012	2	10,721.84	4,061,616.71
9/1/2012	3	10,760.93	4,050,855.78
10/1/2012	4	10,800.17	4,040,055.61
11/1/2012	5	10,839.54	4,029,216.07
12/1/2012	6	10,879.06	4,018,337.01
1/1/2013	7	10,918.72	4,007,418.29
2/1/2013	8	10,958.53	3,996,459.76
3/1/2013	9	10,998.48	3,985,461.28
4/1/2013	10	11,038.58	3,974,422.69
5/1/2013	11	11,078.83	3,963,343.87
6/1/2013	12	11,119.22	3,952,224.65
7/1/2013	13	11,159.76	3,941,064.89
8/1/2013	14	11,200.44	3,929,864.44
9/1/2013	15	11,241.28	3,918,623.17
10/1/2013	16	11,282.26	3,907,340.90
11/1/2013	17	11,323.40	3,896,017.51
12/1/2013	18	11,364.68	3,884,652.83
1/1/2014	19	11,406.11	3,873,246.71
2/1/2014	20	11,447.70	3,861,799.01
3/1/2014	21	11,489.43	3,850,309.58
4/1/2014	22	11,531.32	3,838,778.26
5/1/2014	23	11,573.36	3,827,204.89
6/1/2014	24	11,615.56	3,815,589.33
7/1/2014	25	11,657.91	3,803,931.43
8/1/2014	26	11,700.41	3,792,231.02
9/1/2014	27	11,743.07	3,780,487.95
10/1/2014	28	11,785.88	3,768,702.07
11/1/2014	29	11,828.85	3,756,873.22
12/1/2014	30	11,871.98	3,745,001.24
1/1/2015	31	11,915.26	3,733,085.98
2/1/2015	32	11,958.70	3,721,127.28
3/1/2015	33	12,002.30	3,709,124.98
4/1/2015	34	12,046.06	3,697,078.92
5/1/2015	35	12,089.98	3,684,988.94
6/1/2015	36	12,134.05	3,672,854.89
7/1/2015	37	12,178.29	3,660,676.59
8/1/2015	38	12,222.69	3,648,453.90
9/1/2015	39	12,267.26	3,636,186.65
10/1/2015	40	12,311.98	3,623,874.67

Date	Payment Number	Principal Payment	Purchase Price
11/1/2015	41	12,356.87	3,611,517.80
12/1/2015	42	12,401.92	3,599,115.88
1/1/2016	43	12,447.13	3,586,668.75
2/1/2016	44	12,492.51	3,574,176.23
3/1/2016	45	12,538.06	3,561,638.17
4/1/2016	46	12,583.77	3,549,054.40
5/1/2016	47	12,629.65	3,536,424.75
6/1/2016	48	12,675.69	3,523,749.06
7/1/2016	49	12,721.91	3,511,027.15
8/1/2016	50	12,768.29	3,498,258.86
9/1/2016	51	12,814.84	3,485,444.02
10/1/2016	52	12,861.56	3,472,582.46
11/1/2016	53	12,908.45	3,459,674.00
12/1/2016	54	12,955.52	3,446,718.49
1/1/2017	55	13,002.75	3,433,715.74
2/1/2017	56	13,050.15	3,420,665.58
3/1/2017	57	13,097.73	3,407,567.85
4/1/2017	58	13,145.49	3,394,422.36
5/1/2017	59	13,193.41	3,381,228.95
6/1/2017	60	13,241.51	3,367,987.44
7/1/2017	61	13,289.79	3,354,697.65
8/1/2017	62	13,338.24	3,341,359.41
9/1/2017	63	13,386.87	3,327,972.54
10/1/2017	64	13,435.68	3,314,536.86
11/1/2017	65	13,484.66	3,301,052.20
12/1/2017	66	13,533.82	3,287,518.37
1/1/2018	67	13,583.17	3,273,935.21
2/1/2018	68	13,632.69	3,260,302.52
3/1/2018	69	13,682.39	3,246,620.13
4/1/2018	70	13,732.27	3,232,887.86
5/1/2018	71	13,782.34	3,219,105.52
6/1/2018	72	13,832.59	3,205,272.93
7/1/2018	73	13,883.02	3,191,389.91
8/1/2018	74	13,933.63	3,177,456.27
9/1/2018	75	13,984.43	3,163,471.84
10/1/2018	76	14,035.42	3,149,436.42
11/1/2018	77	14,086.59	3,135,349.83
12/1/2018	78	14,137.95	3,121,211.88
1/1/2019	79	14,189.49	3,107,022.39
2/1/2019	80	14,241.22	3,092,781.17
3/1/2019	81	14,293.15	3,078,488.02
4/1/2019	82	14,345.26	3,064,142.77
5/1/2019	83	14,397.56	3,049,745.21

Date	Payment Number	Principal Payment	Purchase Price
6/1/2019	84	14,450.05	3,035,295.16
7/1/2019	85	14,502.73	3,020,792.43
8/1/2019	86	14,555.60	3,006,236.83
9/1/2019	87	14,608.67	2,991,628.16
10/1/2019	88	14,661.93	2,976,966.22
11/1/2019	89	14,715.39	2,962,250.84
12/1/2019	90	14,769.04	2,947,481.80
1/1/2020	91	14,822.88	2,932,658.92
2/1/2020	92	14,876.92	2,917,781.99
3/1/2020	93	14,931.16	2,902,850.83
4/1/2020	94	14,985.60	2,887,865.23
5/1/2020	95	15,040.23	2,872,824.99
6/1/2020	96	15,095.07	2,857,729.92
7/1/2020	97	15,150.10	2,842,579.82
8/1/2020	98	15,205.34	2,827,374.48
9/1/2020	99	15,260.77	2,812,113.71
10/1/2020	100	15,316.41	2,796,797.30
11/1/2020	101	15,372.25	2,781,425.04
12/1/2020	102	15,428.30	2,765,996.75
1/1/2021	103	15,484.55	2,750,512.20
2/1/2021	104	15,541.00	2,734,971.20
3/1/2021	105	15,597.66	2,719,373.54
4/1/2021	106	15,654.53	2,703,719.01
5/1/2021	107	15,711.60	2,688,007.41
6/1/2021	108	15,768.88	2,672,238.52
7/1/2021	109	15,826.37	2,656,412.15
8/1/2021	110	15,884.07	2,640,528.08
9/1/2021	111	15,941.98	2,624,586.09
10/1/2021	112	16,000.11	2,608,585.98
11/1/2021	113	16,058.44	2,592,527.54
12/1/2021	114	16,116.99	2,576,410.56
1/1/2022	115	16,175.75	2,560,234.81
2/1/2022	116	16,234.72	2,544,000.09
3/1/2022	117	16,293.91	2,527,706.18
4/1/2022	118	16,353.31	2,511,352.86
5/1/2022	119	16,412.94	2,494,939.93
6/1/2022	120	16,472.78	2,478,467.15
7/1/2022	121	16,532.83	2,461,934.32
8/1/2022	122	16,593.11	2,445,341.21
9/1/2022	123	16,653.60	2,428,687.61
10/1/2022	124	16,714.32	2,411,973.29
11/1/2022	125	16,775.26	2,395,198.03
12/1/2022	126	16,836.42	2,378,361.61

Date	Payment Number	Principal Payment	Purchase Price
1/1/2023	127	16,897.80	2,361,463.81
2/1/2023	128	16,959.41	2,344,504.41
3/1/2023	129	17,021.24	2,327,483.17
4/1/2023	130	17,083.29	2,310,399.88
5/1/2023	131	17,145.58	2,293,254.30
6/1/2023	132	17,208.09	2,276,046.21
7/1/2023	133	17,270.83	2,258,775.39
8/1/2023	134	17,333.79	2,241,441.59
9/1/2023	135	17,396.99	2,224,044.61
10/1/2023	136	17,460.41	2,206,584.19
11/1/2023	137	17,524.07	2,189,060.12
12/1/2023	138	17,587.96	2,171,472.16
1/1/2024	139	17,652.08	2,153,820.07
2/1/2024	140	17,716.44	2,136,103.63
3/1/2024	141	17,781.03	2,118,322.60
4/1/2024	142	17,845.86	2,100,476.74
5/1/2024	143	17,910.92	2,082,565.82
6/1/2024	144	17,976.22	2,064,589.60
7/1/2024	145	18,041.76	2,046,547.84
8/1/2024	146	18,107.54	2,028,440.30
9/1/2024	147	18,173.55	2,010,266.74
10/1/2024	148	18,239.81	1,992,026.93
11/1/2024	149	18,306.31	1,973,720.62
12/1/2024	150	18,373.05	1,955,347.56
1/1/2025	151	18,440.04	1,936,907.53
2/1/2025	152	18,507.27	1,918,400.26
3/1/2025	153	18,574.74	1,899,825.52
4/1/2025	154	18,642.46	1,881,183.05
5/1/2025	155	18,710.43	1,862,472.62
6/1/2025	156	18,778.65	1,843,693.98
7/1/2025	157	18,847.11	1,824,846.87
8/1/2025	158	18,915.82	1,805,931.04
9/1/2025	159	18,984.79	1,786,946.26
10/1/2025	160	19,054.00	1,767,892.26
11/1/2025	161	19,123.47	1,748,768.79
12/1/2025	162	19,193.19	1,729,575.60
1/1/2026	163	19,263.17	1,710,312.43
2/1/2026	164	19,333.40	1,690,979.03
3/1/2026	165	19,403.88	1,671,575.15
4/1/2026	166	19,474.63	1,652,100.53
5/1/2026	167	19,545.63	1,632,554.90
6/1/2026	168	19,616.89	1,612,938.01
7/1/2026	169	19,688.41	1,593,249.60

Date	Payment Number	Principal Payment	Purchase Price
8/1/2026	170	19,760.19	1,573,489.42
9/1/2026	171	19,832.23	1,553,657.19
10/1/2026	172	19,904.54	1,533,752.65
11/1/2026	173	19,977.10	1,513,775.55
12/1/2026	174	20,049.94	1,493,725.61
1/1/2027	175	20,123.04	1,473,602.58
2/1/2027	176	20,196.40	1,453,406.17
3/1/2027	177	20,270.03	1,433,136.14
4/1/2027	178	20,343.93	1,412,792.21
5/1/2027	179	20,418.11	1,392,374.10
6/1/2027	180	20,492.55	1,371,881.55
7/1/2027	181	20,567.26	1,351,314.30
8/1/2027	182	20,642.24	1,330,672.05
9/1/2027	183	20,717.50	1,309,954.55
10/1/2027	184	20,793.03	1,289,161.52
11/1/2027	185	20,868.84	1,268,292.67
12/1/2027	186	20,944.93	1,247,347.75
1/1/2028	187	21,021.29	1,226,326.46
2/1/2028	188	21,097.93	1,205,228.53
3/1/2028	189	21,174.85	1,184,053.68
4/1/2028	190	21,252.05	1,162,801.64
5/1/2028	191	21,329.53	1,141,472.11
6/1/2028	192	21,407.29	1,120,064.81
7/1/2028	193	21,485.34	1,098,579.47
8/1/2028	194	21,563.67	1,077,015.80
9/1/2028	195	21,642.29	1,055,373.51
10/1/2028	196	21,721.19	1,033,652.32
11/1/2028	197	21,800.39	1,011,851.93
12/1/2028	198	21,879.87	989,972.06
1/1/2029	199	21,959.64	968,012.43
2/1/2029	200	22,039.70	945,972.73
3/1/2029	201	22,120.05	923,852.68
4/1/2029	202	22,200.70	901,651.98
5/1/2029	203	22,281.64	879,370.34
6/1/2029	204	22,362.87	857,007.47
7/1/2029	205	22,444.40	834,563.07
8/1/2029	206	22,526.23	812,036.83
9/1/2029	207	22,608.36	789,428.47
10/1/2029	208	22,690.79	766,737.69
11/1/2029	209	22,773.51	743,964.18
12/1/2029	210	22,856.54	721,107.64
1/1/2030	211	22,939.87	698,167.76
2/1/2030	212	23,023.51	675,144.26

Date	Payment Number	Principal Payment	Purchase Price
3/1/2030	213	23,107.45	652,036.81
4/1/2030	214	23,191.69	628,845.12
5/1/2030	215	23,276.25	605,568.87
6/1/2030	216	23,361.11	582,207.76
7/1/2030	217	23,446.28	558,761.49
8/1/2030	218	23,531.76	535,229.73
9/1/2030	219	23,617.55	511,612.18
10/1/2030	220	23,703.66	487,908.52
11/1/2030	221	23,790.08	464,118.44
12/1/2030	222	23,876.81	440,241.63
1/1/2031	223	23,963.86	416,277.77
2/1/2031	224	24,051.23	392,226.54
3/1/2031	225	24,138.92	368,087.62
4/1/2031	226	24,226.92	343,860.69
5/1/2031	227	24,315.25	319,545.44
6/1/2031	228	24,403.90	295,141.54
7/1/2031	229	24,492.87	270,648.67
8/1/2031	230	24,582.17	246,066.50
9/1/2031	231	24,671.79	221,394.71
10/1/2031	232	24,761.74	196,632.96
11/1/2031	233	24,852.02	171,780.95
12/1/2031	234	24,942.63	146,838.32
1/1/2032	235	25,033.56	121,804.76
2/1/2032	236	25,124.83	96,679.93
3/1/2032	237	25,216.43	71,463.50
4/1/2032	238	25,308.37	46,155.13
5/1/2032	239	25,400.64	20,754.49
6/1/2032	240	20,754.49	0.00

EXHIBIT C TO LEASE PURCHASE AGREEMENT

FORM OF INVESTMENT LETTER

Date: _____

Independent School District No. 16 of Payne County, State of Oklahoma
314 S. Lewis Street
Stillwater, OK 74074

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118

Rosenstein Fist & Ringold
Park Centre
525 S. Main, Suite 700
Tulsa, OK 74103

RE: \$4,085,000 Independent School District No. 16 of Payne County, State of
Oklahoma, Lease Purchase Agreement, Series 2012 (Taxable)

Ladies and Gentlemen:

The undersigned (the "Lessor") hereby agrees to enter into the above referenced Lease Purchase Agreement dated as of June 5, 2012 (the "Agreement") which has been accepted by Independent School District No. 16 of Payne County, State of Oklahoma (also known as Stillwater Public Schools and referred to herein as the "Lessee" or the "District"). The principal amount which we will enter into is set forth below the signature of the Lessor at the end of this letter.

The Lessor acknowledges receipt of the financing documents prepared in connection with the execution of the Agreement including, but not limited to, (i) the Agreement, and (ii) the Escrow and Paying Agent Agreement dated as of June 5, 2012 (the "Escrow Agreement") by and among the Lessor, the Lessee, and BOKF, NA dba Bank of Oklahoma, Tulsa, Oklahoma (the "Escrow Agent"). The referenced financing documents shall be referred to herein collectively as the "Offering Information". The Lessor has had the opportunity to review and understands the Offering Information. No oral representation has been made or oral information furnished to the Lessor in connection with the Agreement which was in any way inconsistent with the Offering Information.

In connection with the private placement of the Agreement, the Lessor hereby acknowledges and represents that: (i) the Lessor has received certain information in connection with the offer and sale of the Agreement contained in the Offering Information; (ii) the District has made available to the Lessor the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of an investment in the Agreement and (iii) the Lessor has had the opportunity to ask questions of and receive answers from representatives of the District concerning the terms and conditions of the offering and the

information supplied to the Lessor. The Lessor acknowledges that, as between us and the addressees of this letter, (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to enter into the Agreement and (b) the Offering Information and information we have specifically requested from the District constitute all information and, with the investigation made by us prior to our entering into the Agreement, constitutes all the review that we have deemed necessary or desirable in connection with our decision to approve the Agreement.

The Lessor is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and we can bear the economic risk of entering into the Agreement, and have such knowledge and experience in business and financial matters, as to be capable of evaluating the merits and risks of an investment in the Agreement on the basis of the information and review described in the next preceding paragraph. (Check the box specifically describing your status as an "accredited investor" and initial at the line provided.

A bank as defined in Section 3(a)(2) of the 1933 Act, or any savings and loan or other institution as defined in 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; insurance company as defined in Section 2(13) of the 1933 Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000.

_____ Initial of executing Officer.

A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ Initial of executing Officer.

An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trusts, or partnership with total assets in excess of \$5,000,000.

_____ Initial of executing Officer.

The Lessor understands that the Agreement has not been registered under the Securities Act of 1933, as amended, nor has it been registered under any state securities laws, and the Offering

Information has not been filed with or reviewed by any state or federal securities department or agency.

The Lessor understands that the following language is contained in the Agreement and the Lessor understands said language and agrees to the restriction contained in the language:

“The Agreement shall not be offered, transferred, assigned, sold, pledged, or disposed of unless (i) the proposed transferee is an “accredited investor” as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and (ii) the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Agreement, and delivers the same to the Escrow Agent.”

The Agreement is being entered into for the Lessor’s own account for investment and not for the account of any other person and not with a view to or in connection with distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Agreement. The purchase price of and the interest rate on the Agreement were determined in response to a written request for bids for the Agreement. The yield on the Agreement is comparable to the yield we offered or would have offered on other obligations of similar character and credit quality.

The undersigned hereby represents, warrants and agrees that the Agreement shall not be offered, transferred, assigned, sold, pledged or disposed of unless, prior thereto, the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Agreement, and delivers the same to the Escrow Agent. We agree not to sell or transfer the Agreement except in compliance with any applicable federal or state securities laws.

[Remainder of Page Left Blank Intentionally]

Very truly yours,

LESSOR:

By: _____

Name: _____

Title: _____

PRINCIPAL AMOUNT PURCHASED:

\$ _____

PURCHASE PRICE:

\$ _____

EXHIBIT D TO LEASE PURCHASE AGREEMENT

CLOSING CERTIFICATE OF THE LESSEE

[See Tab 11 of the Transcript of Proceedings]

EXHIBIT E TO LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL

[See Tab 8 of the Transcript of Proceedings]

**EXHIBIT F TO LEASE PURCHASE AGREEMENT
ESCROW AND PAYING AGENT AGREEMENT**

[See Tab 5 of the Transcript of Proceedings]

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the "Agreement"), is dated as of December 31, 2013, by and between **Bank SNB, National Association**, as Lessor (the "Lessor"), and **Independent School District No. 16 of Payne County, State of Oklahoma**, as Lessee (the "Lessee"), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease Purchase Agreement dated as of December 31, 2013, and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Cancellation Event" means "Cancellation Event" as defined in Section 8 hereto.

"Casualty Loss" means "Casualty Loss" as defined in Section 26 of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient moneys to purchase the Property are deposited for that purpose with an escrow agent.

"Contract" means any contract or contracts for the acquisition and/or installation of the Property.

"Escrow Agent" means BOKF, NA dba Bank of Oklahoma, Tulsa, Oklahoma.

"Escrow Agreement" means that certain Escrow and Paying Agent Agreement dated as of December 31, 2013, by and among the Lessee, the Lessor, and the Escrow Agent.

"Equipment" means the property designated as Equipment and described on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Event of Default" means an Event of Default described in Section 35.

"Lease Term" means the Original Term and any Renewal Terms, but ending on the occurrence of the earliest event specified in Section 6.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“Maximum Term” means the Original Term and any Renewal Term ending on the last Payment Date set forth on the Payment Schedule.

“Net Proceeds” mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“Nonrenewal Event” means “Nonrenewal Event” as defined in Section 8 hereto.

“Original Term” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

“Payment” or “Payments” means the payment (individually) or payments (collectively) of principal or interest payable by Lessee pursuant to Section 9 and as reflected on Exhibit B.

“Payment Dates” means the dates set forth on the Payment Schedule on which Payments of principal or interest are due.

“Payment Schedule” means the schedule of Payments and Purchase Price set forth on Exhibit B.

“Project” means the acquisition of certain real property containing approximately 21.57 acres of land located at 5005-5021 North Perkins Road, and 808 E. Richmond Road, Stillwater, Oklahoma, and identified as Lots 2, 3, 4 and 5 of Northgate Commercial Area, First Section to the City of Stillwater, Payne County, Oklahoma, including the buildings and all fixtures and equipment appurtenant to the buildings and certain other items of personal property, for the purpose of consolidating the Lessee’s operational services, including but not limited to child nutrition, transportation, maintenance, and technology services.

“Property” means collectively the Real Property and the Equipment as set forth in Exhibit A attached hereto.

“Purchase Price” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Property. If there is no “Purchase Price” column set forth on the Payment Schedule, then the Purchase Price shall mean 100% of the outstanding principal amount of the collective remaining Payments. With respect an incremental purchase of the Property (as contemplated by Section 31 herein), the applicable portion of the Purchase Price shall reflect the value of the portion of the Property to be purchased as set forth in the applicable Property Schedule attached hereto as Exhibit A.

“Real Property” means the property designated as Real Property and described as Tracts I and II on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“Renewal Term” means “Renewal Term” as defined in Section 8 hereto.

“Return Date” means the last day of the fiscal year for which appropriations were made for the Payments due under this Agreement if a Nonrenewal Event occurs or the effective date of the cancellation of this Agreement if a Cancellation Event occurs.

“State” means the State of Oklahoma.

“Tax Regulatory Agreement” means that certain Tax Regulatory Agreement of even date herewith as described in Section 3 herein.

“Vendor” means in the case of Equipment, any manufacturer(s) of the Equipment as well as the agents or dealers of the manufacturer(s) from whom Lessor purchased or is purchasing the Equipment listed on Exhibit A. In the case of improvements to the Real Property, the term “Vendor” shall mean the Contractors or Sub-Contractors providing labor and materials for the construction of the improvement.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State and has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder. Lessee has duly authorized the execution and delivery of this Agreement under the terms and provisions of the resolution of its Board of Education or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement against Lessee, and that this Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to effecting the enforcement of creditors' rights in general.

(c) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to meet its financial obligations for the Original Term.

(f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Property, including, without limitation the Public Competitive Bidding Act of 1974, Oklahoma Statute Title 61 Section 101, *et seq.*, as amended (the “Competitive Bidding Act”).

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(j) The Property described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish until the expiration of the Maximum Term of this Agreement.

(k) Lessee reasonably expects that it will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into and in any event within three (3) years following the Commencement Date.

(l) Lessee has never failed to ratify or otherwise renew the initial term or any renewal term of any lease purchase, installment sale or other similar agreement through the maximum term of the agreement.

(m) The useful life of the Property will not be less than the Maximum Term.

(n) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the Escrow Agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(o) Lessee has provided Lessor with audited financial statements through June 30, 2012. Lessee has experienced no material change in its financial condition since June 30, 2012.

(p) Lessee shall pay the excess (if any) of the actual costs of acquiring the Property under the Agreement over the amount deposited by Lessor in the escrow fund established under the Escrow Agreement and interest earnings thereon.

(q) Lessee represents that the estimated total costs of the Property will not be less than the total principal portion of the Payments.

(r) No part of the Property is located in a 100 year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, and in the event of such occurrence, Lessee shall provide Lessor a flood insurance policy in an amount equal to the lesser of the Purchase Price amount or the maximum amount of flood insurance available under the Flood Disaster Protection Act of 1973, as amended.

(s) (i) All construction contracts with Vendors with respect to the Project are, or shall be, awarded in accordance with the provisions of the Competitive Bidding Act, (ii) the general contractor for the Project is properly licensed and experienced in comparable projects, (iii) all construction contracts with Vendors exceeding \$50,000.00 in amount awarded in connection with the Project are guaranteed fixed price contracts which meet the requirements contained in the Competitive Bidding Act, (iv) all Vendors in connection with the Project will provide bonds and/or irrevocable letters of credit in connection with its contract as required by the Competitive Bidding Act.

(t) Lessee, as an independent school district, is a state or a duly organized and validly existing body corporate and politic and a political subdivision or agency thereof within the meaning of Section 103 of Code.

(u) Lessee is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Lessee is a party or to which the Lessee or any property or assets of the Lessee is otherwise subject or bound which in any material way, directly or indirectly, affects the Lessee's entering into this Agreement, or the validity thereof, the validity or adoption of the resolution authorizing Lessee to enter into this Agreement, the execution and delivery of this Agreement or other instruments contemplated thereby to which the Lessee is a party, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Lessee is a party or to which the Lessee or any of the property or assets of the Lessee is otherwise subject or bound.

(v) Lessee shall cause said books of record and account to be audited annually as of the close of each fiscal year by a firm of independent certified public accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes, Section 212A (B) selected by the Lessee.

Section 3. Tax Regulatory Agreement. Lessee will enter into the Tax Regulatory Agreement on the Commencement Date, which will set forth the representations and covenants applicable to the Federal tax treatment of this Agreement, including the Lessee's covenant to comply with Sections 103 and 141 to 150 of the Code and the applicable Regulations to ensure that interest on the

Agreement is excluded from the gross income of the Lessor for federal income tax purposes and will not take or omit to take or permit any person or entity to take or omit to take any action which would cause interest on the Agreement to be included in the gross income of the Lessor for federal income tax purposes by reason of Section 103(b) of the Code and the applicable Regulations.

Section 4. Lease of Property. Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Lease Term of this Agreement will consist of the Original Term and all Renewal Terms ending with the expiration of the Maximum Term as set forth on Exhibit B. The Lessee has the option to renew the Lease Term of this Agreement and each Renewal Term shall be twelve months, shall correspond to the Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided that the last scheduled Renewal Term shall be the lesser number of months as may be necessary to extend the Lease Term to the date that the last Payment in the Payment Schedule is due and payable. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term of this Agreement unless extended by mutual ratification pursuant to the provisions of Section 8;

(b) the exercise by Lessee of the option to purchase the Property and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Section 36; or

(d) the payment by Lessee of all Payments authorized or required to be paid by Lessee hereunder during the Maximum Term.

Section 7. Continuation of Lease Term. Lessee currently intends to continue the Lease Term through the Original Term for the Maximum Term and to pay the Payments due or becoming due hereunder from legally available funds. Lessee reasonably believes that it can obtain legally available funds in an amount sufficient to make all Payments during the Maximum Term. Lessor acknowledges that this Agreement is not a general obligation of the Lessee and that there will be no pledge of the full faith and credit of the Lessee or the taxing power of the Lessee as a source of security for the Payments hereunder.

Section 8. Non-Ratification and Right of Termination; Nonrenewal Event; Cancellation Event. Upon expiration of the Original Term, the Agreement may be renewed by ratification for successive fiscal years each beginning on July 1st and ending on June 30th (each a "Renewal Term"). Pursuant to Title 62, Oklahoma Statutes Section 430.1 and Title 70, Oklahoma Statutes Section 5-117, continuation of this Agreement past the Original Term (representing the remaining portion of

the fiscal year ending June 30, 2014) or any subsequent Renewal Term is dependent upon mutual ratification by Lessee and Lessor. Lessor hereby ratifies all Renewal Terms approved by the Lessee through the end of the Maximum Term. As part of Lessee's ratification, Lessee agrees to affirmatively act by providing Lessor with notice of its intent to renew this Agreement for the applicable Renewal Term, provided that the act of the governing body of the Lessee whereby it appropriates funds to make the requisite Payments hereunder that are due and payable in a succeeding Renewal Term shall be deemed such an affirmative act of the Lessee. Lessee is obligated only to pay such Payments under this Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to ratify the Agreement, the Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination as soon as reasonably practical but in any event within thirty (30) days following the end of the then current Original Term or Renewal Term, but failure to give such notice shall not act to extend the term beyond the last day of the fiscal year for which such ratification was made.

If Lessee fails to renew a Lease Term as provided in Section 5 above, then a "Nonrenewal Event" shall be deemed to have occurred. If under Title 62, Oklahoma Statutes Section 430.1 (or any successor provision of Oklahoma law) Lessee's governing body by a proper resolution adopted by the governing body and entered into the official records or minutes of the governing body certifies that the continuation of the Lease Term of this Agreement is unnecessary or contrary to the public interest, then a "Cancellation Event" shall be deemed to have occurred. If a Nonrenewal Event or a Cancellation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Nonrenewal Event or Cancellation Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Property covered by this Agreement, at Lessee's sole expense, in a manner that is consistent with Section 36(b) hereto; (c) if a Nonrenewal Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder for which funds shall have been appropriated and this Agreement shall terminate on the Return Date without penalty to Lessee; (d) if a Cancellation Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder through the Return Date and this Agreement shall terminate on the Return Date without penalty to Lessee; and (e) Lessor shall refund to Lessee the interest portion of any Payment previously paid hereunder which has not been earned by Lessor as of the Return Date.

Section 9. Payments. The Lessee will pay Payments, from legally available funds, in the amounts and on the dates set forth on the Payment Schedule. Payments will be in consideration for Lessee's use of the Property during the fiscal year in which such payments are due. Any Payment not received on or before its scheduled Payment Date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its Payment Date. All Payments shall be made by the Lessee to the Escrow Agent, and the Escrow Agent shall then remit the Payment to the Lessor pursuant to the Escrow Agreement. In any case where any Payment Date shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Tulsa, Oklahoma, or in such other locality as the Escrow Agent may maintain its principal offices, are authorized by law to close for business, then the corresponding Payment need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said Payment falls due; provided however, in order to facilitate the timely payment of debt service on the Note, Lessee agrees that it shall transfer

or cause to be transferred such Payments to the Escrow Agent on behalf of the Lessor not later than the business day immediately preceding the scheduled Payment Date..

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Payment is paid as, and represents payment of, interest.

Section 11. Payments To Be Unconditional. The obligations of Lessee to make Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Property to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Property or any accident, condemnation or unforeseen circumstances.

Section 12. Acquisition, Delivery, Construction, Installation and Acceptance of the Property. Lessor shall cause to be acquired and/or constructed the Project, which consists of the Real Property specified on Exhibit A, together with any buildings and other improvements thereon, and any and all Equipment, all in accordance with the plans and specifications approved by the Lessor and the Lessee with respect to the Project, which plans and specifications are hereby incorporated by reference. Any and all acquisition, delivery, construction, and installation costs in connection therewith shall be paid from the funds deposited in the escrow fund established under the Escrow Agreement, together with interest earnings thereon, or from other available funds of the Lessee; provided however, Lessor shall not be obligated to expend any funds in furtherance of the Project other than those funded deposited in said escrow fund established under the Escrow Agreement. When the Property has been acquired, delivered, constructed, and/or installed, Lessee will immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate (substantially in the form of Schedule A-2 of the Escrow Agreement), the form and substance of which acceptance certificate shall also be acceptable to Lessor. After it has been installed, the Property will not be moved from the location specified on Exhibit A without Lessor's consent, which consent will not be unreasonably withheld. Upon purchase and/or installation of any Equipment, the parties hereto shall execute supplemental schedule(s) to Exhibit A attached hereto for the purpose of detailing the Equipment purchased with proceeds of this Agreement, and said supplemental schedule(s) shall be incorporated herein and made a part of this Agreement.

Section 13. Enjoyment of Property. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Property during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 14. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

Section 15. Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects

(including, without limitation, with respect to the use, maintenance and operation of each item of the Property) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement.

Section 16. Maintenance of Property. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Property. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Property with each Vendor and furnish evidence thereof to Lessor.

Section 17. Assignment of Purchase Contract. At, or prior to the execution hereof, Lessee shall assign to Lessor, under certain Assignments of Real Estate Purchase and Sale Agreements acceptable in form and substance to Lessee and Lessor, that certain Contract of Sale dated as of September 13, 2013, by and between Steven M. Irby, Rebecca J. Irby, and Stillwater Designs and Audio, Inc. (collectively as "Seller"), and Lessee covering certain real property as described therein located in Payne County, Oklahoma (the "Purchase Contract"). The Lessor shall be responsible for the costs and expenses of the buyer contained in such Purchase Contract, but only to the extent funds are available for such purpose in the Escrow Fund held under the Escrow Agreement.

Lessor shall not be obligated to perform hereunder unless (i) the seller described in the Purchase Contract has satisfied each of the terms, conditions and provisions therein, (ii) Lessor shall have received a an Owner's Commitment for an Owner's Title Insurance Policy (the "Title Commitments") covering the Property, which Title Commitments shall be satisfactory to Lessor in all respects, (iii) Lessor shall have received a survey for the Property satisfactory to Lessor in all respects, and (iv) Lessor shall have received evidence that no part of the Property is located in a 100 year Flood Plain or in an identified "flood prone area", as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, and in the event of such occurrence, or Lessee shall provide Lessor a flood insurance policy in an amount equal to the lesser of the Purchase Price amount or the maximum amount of flood insurance available under the Flood Disaster Protection Act of 1973, as amended.

Section 18. Title to the Property. Title to the Real Property shall initially vest in the Lessor subject to the rights of Lessee under this Agreement. Upon satisfaction of the incremental purchase provisions of Section 31 hereto, title to the Property shall transfer to the Lessee. Lessee shall not have any right, title or interest in the Property except as expressly set forth in this Agreement. Upon the occurrence of an Event of Default, or upon occurrence of non-ratification (including a Nonrenewal Event or a Cancellation Event) as set forth in Section 8, the Lessee will surrender possession of the Property to the Lessor. When the Lessee, by payment as scheduled under Exhibit B, shall have paid a sum equal to the Purchase Price (or the applicable portion thereof in case of an incremental purchase) plus interest at the agreed rate, the Property (or the applicable portion thereof) shall become the property of the Lessee and Lessor agrees to execute and deliver to Lessee one or more Special Warranty Deeds conveying to the Lessee all of Lessor's right, title and interest in and to the tract or tracts of Real Property, free and clear of all liens and interest of third parties created by, through or under Lessor. Upon receipt of such payments, Lessor shall also deliver to the Lessee

a good and sufficient bill of sale or other proper evidence of title thereto, transferring to Lessee all of Lessor's right, title and interest in the Equipment on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any liens created by the Lessor. Lessor acknowledges and agrees that, notwithstanding the foregoing, Lessor will not be treated for Federal income tax purposes as the tax owner of the Property and, accordingly, Lessor will not take any Federal income tax benefits such as depreciation in respect of the Property during the Lease Term.

Section 19. Security Interest. To the extent permitted by law, Lessee hereby grants to Lessor a first priority security interest in Lessee's rights and interests in any and all of the Property designated as Equipment, all funds held by the Escrow Agent under the terms of the Escrow Agreement, and in any and all proceeds thereof (including, without limitation, any insurance proceeds therefrom). Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto.

Section 20. Certain Property to be Personal Property; Certain Property to be Real Property. Lessor and Lessee agree that the Property designated as Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, including the Real Property, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building, if other than the Lessor. Lessor and Lessee further agree that any Property not specifically designated as Equipment shall be deemed to be Real Property, and any improvements thereon shall be deemed to be attached to the real estate or any building thereon.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee will pay all gas, water, steam, electricity, light, heat or power, telephone or other utility services and other charges incurred in the use and maintenance of the Property. There shall be no abatement of Payments on account of interruption of any such services. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c)

workers' compensation coverage as required by the laws of the State. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and additional insured, respectively, and may not be cancelled without thirty (30) days prior written notice to Lessor, and such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain either the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Property in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Property repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the Maximum Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee will provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor. Furthermore, Lessee shall deliver (i) audited annual financial statements to the Lessor within 180 days of the end of each fiscal year, including, a balance sheet, statement of revenues, expenses and changes in fund balances for budget and actual, statement of cash flow, rates, schedules and attachments to such financial statements, which audit shall be performed by a firm of independent certified public accountants holding a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes, Section 212A (B), (ii) an annual estimate of needs not later than thirty (30) days following commencement of each fiscal year, and (iii) other reports and information which the Lessor may reasonably request from time to time.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the ownership of any item of the Property, (b) the manufacturing, ordering, acquisition, possession, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (d) the breach by Lessee of any covenant herein or any material misrepresentation by Lessee of any representation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss, theft, damage or destruction of or damage to the Property, in whole or in part, from any cause whatsoever (a "Casualty Loss"). No such loss of or damage to the Property nor defect therein

nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Payments or to perform any other obligation under this Agreement. If a Casualty Loss occurs to any Property, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property or any part thereof or the interest of Lessee or Lessor in the Property or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee has purchased the Lessor's interest in the Property. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 27, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Property will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under Section 9 hereto.

Section 29. Disclaimer of Warranties. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OPERATION.

All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

Section 30. Vendor's Warranties. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT EACH VENDOR HAS MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE.

Lessee may communicate with each Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. Lessee acknowledges that Lessee has selected each Vendor, who has sold and assigned the Property to Lessor, and that Lessee has directed Lessor to acquire the Property from each Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a Finance Lease within the meaning of the Uniform Commercial Code and that Lessee is entitled to each of the Vendors' warranties and promises described above, if any.

Section 31. Incremental Purchase and Prepayment.

(a) *Incremental Purchase.* Lessee may, by paying the installments of principal at the time and in the amounts set forth on Exhibit "B", elect to acquire Lessor's right, title and interest in and to the Equipment and the Real Property; provided however, such acquisition shall only occur upon Lessee making all of the required Payments and/or payment of the then-applicable Purchase Price.

(b) *Optional Prepayment.* Prepayment shall not be permitted prior to June 1, 2017. So long as there is no Event of Default then existing, Lessee will have the option to effect the incremental purchase described above, in whole or in part, on any Payment Date on or after June 1, 2017, upon giving written notice to Lessor at least thirty (30) days before the date of such payment, and upon payment in full of the Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price (or portion thereof) to Lessor.

Section 32. Further Assurances. The parties hereto further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Property hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request. Any performance required of Lessee or any payments required to be made by Lessee may, if not timely performed or paid, be performed or paid by Lessor, and in that event, Lessor shall be immediately reimbursed by Lessee for such payments and for any costs and expense, legal or otherwise associated with the payments or other performance by Lessor, with interest per annum thereon at 10% per annum or the maximum rate permitted by State law.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Property may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice of the name and address of the assignee. Provided further the Lessor agrees that the Agreement shall not be offered, transferred, assigned, sold, pledged, or disposed of unless (i) the proposed transferee is an "accredited investor" as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and (ii) the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter in the form attached as Exhibit C hereto, and delivers the same to the Escrow Agent.

Lessee will direct the Escrow Agent to retain all such notices as a register of all assignees and will direct the Escrow Agent to make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Property and in this Agreement and agrees to the filing of financing statements with respect to the Property and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Property may be assigned, subleased or encumbered by Lessee for any reason.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee (i) applies for or consents to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) is unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) has an order for relief entered against it under applicable federal bankruptcy law, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Property is located and retake possession of the Property or require Lessee at Lessee's expense to promptly return any or all of the Property to the possession of Lessor at a place specified by Lessor, and sell or lease the Property or, for the account of Lessee, sublease the Property, holding Lessee liable for the difference between (i) the Payments and other amounts payable by Lessee hereunder to the end of the Lease Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Property and all brokerage, auctioneers' and attorneys' fees);

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Property; and

(d) Under no circumstances shall Lessee be liable under this Section 36 for any amount in excess of the sum appropriated 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.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 16 OF
PAYNE COUNTY, STATE OF OKLAHOMA
("LESSEE")

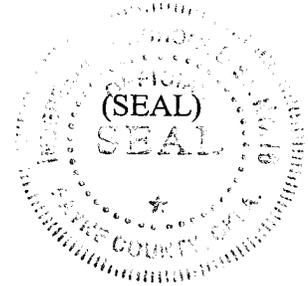
By: Debra Vincent

Name: Debra Vincent

Title: President

Address for notices:

314 S. Lewis Street
Stillwater, OK 74074



BANK SNB, NATIONAL ASSOCIATION
("LESSOR")

By: Rex E. Horning

Name: Rex E. Horning

Title: Stillwater Division President

Address for notices:

608 South Main
Stillwater, OK 74074

EXHIBIT A TO LEASE PURCHASE AGREEMENT
PROPERTY SCHEDULE

See Property items described on the attached schedules.

[Form of Property Schedule]

Check here if Property is designated as Real Property

Check here if Property is designated as Equipment

Description of Property:

The Property described above is located at the following address:

State of Oklahoma

[LESSEE ADDRESS 1]

[LESSEE ADDRESS 2]

PROPERTY SCHEDULE #1

Check here if Property is designated as Real Property

Check here if Property is designated as Equipment

Description of Property:

Lots Two (2), Three (3), Four (4) and Five (5) NORTHGATE COMMERCIAL AREA FIRST SECTION, a portion of the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

AND

A tract of land in the Southwest Quarter (SW/4) of section Twenty-five (25), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, more particularly as follows:

Commencing at the Southwest Corner (SW/cor) of said Southwest Quarter (SW/4), a distance of 1412.63 feet, on a bearing of North 89 degrees 47 minutes 00 seconds East along the south line of said Southwest Quarter (SW/4), to the Southeast corner of Northgate Commercial Area; said point being the point of beginning:

Thence, North 00 degrees 25 minutes 06 seconds East, a distance of 417.93 feet along the east line of said Northgate Commercial Area;

Thence, on a curve to the left, having a radius of 135.00 feet, an arc length of 103.99 feet, a chord bearing of North 21 degrees 38 minutes 57 seconds West, and a chord distance of 101.44 feet;

Thence, North 43 degrees 43 minutes 00 seconds West, a distance of 76.67 feet;

Thence, on a curve to the right, having a radius of 442.47 feet, an arc length of 132.33 feet, a chord bearing of North 35 degrees 08 minutes 57 seconds West, and a chord distance of 131.83 feet;

Thence, North 26 degrees 34 minutes 54 seconds West, a distance of 74.99 feet;

Thence, South 63 degrees 25 minutes 06 seconds West, a distance of 85.44 feet;

Thence, on a curve to the right, having a radius of 346.97 feet, an arc length of 348.21 feet, a chord bearing of North 87 degrees 49 minutes 54 seconds West, and a chord distance of 333.78 feet;

Thence, North 59 degrees 04 minutes 54 seconds West; a distance of 155.13 feet to a point on the North line of said Northgate Commercial Area at said point being the Southwest corner of Lot 36 Block 1 North Tower Park Fifth Section;

Thence, North 89 degrees 47 minutes 00 seconds East, along the south line of said lot 36 block 1, a distance of 648.46 feet;

Thence, South 26 degrees 34 minutes 54 seconds East, a distance of 79.32 feet;

Thence, South 43 degrees 43 minutes 00 seconds East, a distance of 384.24 feet;

Thence, South 00 degrees 25 minutes 06 seconds West, a distance of 449.61 feet;

Thence, South 89 degrees 47 minutes 00 seconds West, a distance of 206.37 feet to the point of beginning;

Containing 200,181.99 square feet or 4.596 acres more or less and subject to all easements and rights of way thereof.

The Property described above is located at the following addresses:

State of Oklahoma

5005-5021 North Perkins Road, Stillwater, Oklahoma, AND

808 E. Richmond Road, Stillwater, Oklahoma

EXHIBIT B TO LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Commencement Date: 12/31/2013
Principal Amount: \$2,460,000.00

Payment Date	Total Payment	Interest Rate*	Interest Payment**	Principal Payment	Balance	Purchase Price
					2,460,000.00	
6/1/2014	116,217.35	3.51%	36,217.35	80,000.00	2,380,000.00	2,380,000.00
12/1/2014	126,769.00	3.51%	41,769.00	85,000.00	2,295,000.00	2,295,000.00
6/1/2015	130,277.25	3.51%	40,277.25	90,000.00	2,205,000.00	2,205,000.00
12/1/2015	128,697.75	3.51%	38,697.75	90,000.00	2,115,000.00	2,115,000.00
6/1/2016	127,118.25	3.51%	37,118.25	90,000.00	2,025,000.00	2,025,000.00
12/1/2016	125,538.75	3.51%	35,538.75	90,000.00	1,935,000.00	1,935,000.00
6/1/2017	128,959.25	3.51%	33,959.25	95,000.00	1,840,000.00	1,840,000.00
12/1/2017	132,292.00	3.51%	32,292.00	100,000.00	1,740,000.00	1,740,000.00
6/1/2018	125,537.00	3.51%	30,537.00	95,000.00	1,645,000.00	1,645,000.00
12/1/2018	128,869.75	3.51%	28,869.75	100,000.00	1,545,000.00	1,545,000.00
6/1/2019	177,250.00	10.00%	77,250.00	100,000.00	1,445,000.00	1,445,000.00
12/1/2019	177,250.00	10.00%	72,250.00	105,000.00	1,340,000.00	1,340,000.00
6/1/2020	167,000.00	10.00%	67,000.00	100,000.00	1,240,000.00	1,240,000.00
12/1/2020	167,000.00	10.00%	62,000.00	105,000.00	1,135,000.00	1,135,000.00
6/1/2021	161,750.00	10.00%	56,750.00	105,000.00	1,030,000.00	1,030,000.00
12/1/2021	156,500.00	10.00%	51,500.00	105,000.00	925,000.00	925,000.00
6/1/2022	156,250.00	10.00%	46,250.00	110,000.00	815,000.00	815,000.00
12/1/2022	155,750.00	10.00%	40,750.00	115,000.00	700,000.00	700,000.00
6/1/2023	145,000.00	10.00%	35,000.00	110,000.00	590,000.00	590,000.00
12/1/2023	144,500.00	10.00%	29,500.00	115,000.00	475,000.00	475,000.00
6/1/2024	138,750.00	10.00%	23,750.00	115,000.00	360,000.00	360,000.00
12/1/2024	133,000.00	10.00%	18,000.00	115,000.00	245,000.00	245,000.00
6/1/2025	132,250.00	10.00%	12,250.00	120,000.00	125,000.00	125,000.00
12/1/2025	131,250.00	10.00%	6,250.00	125,000.00	0.00	0.00

* Interest in connection with the Agreement shall be at a variable interest rate equal to the Federal Home Loan Bank (“FHLB”) 5 Year Rate plus 150 basis points, said rate to be established on the Commencement Date, and such rate to be reset on December 1, 2018, and December 1, 2023 (each a “Reset Date”); provided however, pursuant to Title 62, Oklahoma Statutes Section 430.1, the rate of interest payable on the Note shall at no time exceed ten percent (10%) per annum. For purposes of this Exhibit, the maximum possible interest rate is shown, and this Exhibit shall be revised upon each Reset Date to reflect the effective interest rate.

** Interest shall be computed based on a convention that utilizes twelve 30-day months and a 360-day year, and such interest shall accrue on the outstanding principal amount hereunder for each applicable Payment Date identified above.

EXHIBIT C TO LEASE PURCHASE AGREEMENT

FORM OF INVESTMENT LETTER

Date: _____

Independent School District No. 16 of Payne County, State of Oklahoma
314 S. Lewis Street
Stillwater, OK 74074

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118

Matthew S. Devlin, P.C.
P.O. Box 1243
Stillwater, OK 74076

RE: \$2,460,000 Independent School District No. 16 of Payne County, State of
Oklahoma, Lease Purchase Agreement, Series 2013 (Tax-Exempt)

Ladies and Gentlemen:

The undersigned (the "Lessor") hereby agrees to enter into the above referenced Lease Purchase Agreement dated as of December 31, 2013 (the "Agreement") which has been accepted by Independent School District No. 16 of Payne County, State of Oklahoma (also known as Stillwater Public Schools and referred to herein as the "Lessee" or the "District"). The principal amount which we will enter into is set forth below the signature of the Lessor at the end of this letter.

The Lessor acknowledges receipt of the financing documents prepared in connection with the execution of the Agreement including, but not limited to, (i) the Agreement, and (ii) the Escrow and Paying Agent Agreement dated as of December 31, 2013 (the "Escrow Agreement") by and among the Lessor, the Lessee, and BOKF, NA dba Bank of Oklahoma, Tulsa, Oklahoma (the "Escrow Agent"). The referenced financing documents shall be referred to herein collectively as the "Offering Information". The Lessor has had the opportunity to review and understands the Offering Information. No oral representation has been made or oral information furnished to the Lessor in connection with the Agreement which was in any way inconsistent with the Offering Information.

In connection with the private placement of the Agreement, the Lessor hereby acknowledges and represents that: (i) the Lessor has received certain information in connection with the offer and sale of the Agreement contained in the Offering Information; (ii) the District has made available to the Lessor the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of an investment in the Agreement and (iii) the Lessor has had the opportunity to ask questions of and receive answers from representatives of the District concerning the terms and conditions of the offering and the

information supplied to the Lessor. The Lessor acknowledges that, as between us and the addressees of this letter, (a) we have assumed responsibility for obtaining such information and making such review as we have deemed necessary or desirable in connection with our decision to enter into the Agreement and (b) the Offering Information and information we have specifically requested from the District constitute all information and, with the investigation made by us prior to our entering into the Agreement, constitutes all the review that we have deemed necessary or desirable in connection with our decision to approve the Agreement.

The Lessor is an “accredited investor” as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and we can bear the economic risk of entering into the Agreement, and have such knowledge and experience in business and financial matters, as to be capable of evaluating the merits and risks of an investment in the Agreement on the basis of the information and review described in the next preceding paragraph. (Check the box specifically describing your status as an “accredited investor” and initial at the line provided.

A bank as defined in Section 3(a)(2) of the 1933 Act, or any savings and loan or other institution as defined in 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; insurance company as defined in Section 2(13) of the 1933 Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000.

_____ Initial of executing Officer.

A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ Initial of executing Officer.

An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trusts, or partnership with total assets in excess of \$5,000,000.

_____ Initial of executing Officer.

The Lessor understands that the Agreement has not been registered under the Securities Act of 1933, as amended, nor has it been registered under any state securities laws, and the Offering

Information has not been filed with or reviewed by any state or federal securities department or agency.

The Lessor understands that the following language is contained in the Agreement and the Lessor understands said language and agrees to the restriction contained in the language:

“The Agreement shall not be offered, transferred, assigned, sold, pledged, or disposed of unless (i) the proposed transferee is an “accredited investor” as such term is defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission and (ii) the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Agreement, and delivers the same to the Escrow Agent.”

The Agreement is being entered into for the Lessor’s own account for investment and not for the account of any other person and not with a view to or in connection with distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Agreement. The purchase price of and the interest rate on the Agreement were determined in response to a written request for bids for the Agreement. The yield on the Agreement is comparable to the yield we offered or would have offered on other tax-exempt obligations of similar character and credit quality.

The undersigned hereby represents, warrants and agrees that the Agreement shall not be offered, transferred, assigned, sold, pledged or disposed of unless, prior thereto, the transferee subscribes in writing to the representations, warranties and covenants required under the Investment Letter attached as an Exhibit to the Agreement, and delivers the same to the Escrow Agent. We agree not to sell or transfer the Agreement except in compliance with any applicable federal or state securities laws.

Very truly yours,

LESSOR:

By: _____

Name: _____

Title: _____

PRINCIPAL AMOUNT PURCHASED: \$ _____

PURCHASE PRICE: \$ _____

EXHIBIT D TO LEASE PURCHASE AGREEMENT

CLOSING CERTIFICATE OF THE LESSEE

[See Tab 13 of the Transcript of Proceedings]

EXHIBIT E TO LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL

[See Tab 8 of the Transcript of Proceedings]

**EXHIBIT F TO LEASE PURCHASE AGREEMENT
ESCROW AND PAYING AGENT AGREEMENT**

[See Tab 5 of the Transcript of Proceedings]

Purchaser: Stillwater Public Schools
 314 S. Lewis Street
 Stillwater, OK 74074
 Hereinafter referred to as "Purchaser", "you", and "your".

Location: Stillwater Public Schools
 314 S. Lewis Street
 Stillwater, OK 74074

By: ThyssenKrupp Elevator Corporation
 4100 Will Rogers Pkwy,, Ste 200
 Oklahoma City, OK 73108
 Telephone: (405)949-1916Ext 1480, (405)301-5278
 Fax: (866)558-8568
 E-Mail: adam.evans@thyssenkrupp.com
 Internet: www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Performing Arts Center	1	ThyssenKrupp	Hydraulic	Passenger	TAC20
Performing Arts Center	2	Chairlift	Handicapped Lift	Passenger	SM8192-93
Main Building	1	Stair Climbing Lift	Handicapped Lift	Passenger	EM8190
Field House	1	Schindler	Hydraulic	Passenger	330A
City Gym	1	Chairlift	Handicapped Lift	Passenger	SG9680
Pioneer Stadium	1	Otis	MRL	Passenger	Gen2
Stillwater Middle School	1	Dover	Hydraulic	Passenger	DMC

ThyssenKrupp Elevator
 Americas Business Unit



ThyssenKrupp

Gold Maintenance Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - Control and landing positioning systems
 - Signal fixtures
 - Machines, drives, motors, governors, sheaves, and wire ropes
 - Power units, pumps, valves, and jacks
 - Car and hoistway door operating devices and door protection equipment
 - Loadweighers, car frames and platforms, and counterweights
 - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

VIEW® (Check box if included)

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

Gold Maintenance Agreement

VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Gold Maintenance Agreement

Items Not Covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions. With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be One Thousand Three Hundred Seventy-Five dollars (\$ 1,375.00) per month, payable monthly in advance.

Term. This agreement is effective for one (1) year starting July 01, 2011 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive one (1) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days but not more than 120 days before the end of the initial one (1) year year period, or at least ninety (90) days but not more than 120 days before the end of any subsequent one (1) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

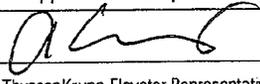
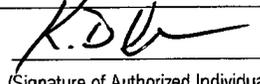
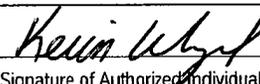
Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Elevator Maintenance Agreement

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Stillwater Public Schools	ThyssenKrupp Elevator Corporation Approval:
<p>By: <u></u> (Signature of ThyssenKrupp Elevator Representative)</p> <p style="text-align: center;"><u>Adam Evans</u> Account Manager (405)949-1916Ext 1480</p> <p style="text-align: center;"><u>April 22, 2011</u> (Date Submitted)</p>	<p>By: <u></u> (Signature of Authorized Individual)</p> <p style="text-align: center;"><u>Kevin Clark</u> (Print or Type Name)</p> <p style="text-align: center;"><u>President, Board of Education</u> (Print or Type Title)</p> <p style="text-align: center;"><u>June 14, 2011</u> (Date of Approval)</p>	<p>By: <u></u> (Signature of Authorized Individual)</p> <p style="text-align: center;"><u>Kevin Wenzel</u> (Print or Type Name)</p> <p style="text-align: center;"><u>Branch Manager</u> (Print or Type Title)</p> <p style="text-align: center;"><u>06/17/2011</u> (Date of Approval)</p>

Special Considerations

*Contract Pricing based upon TCPN pricing structure.

QEI Annual Safety Test:

ThyssenKrupp Elevator will coordinate with a certified QEI inspector to witness your annual tests. Additional costs will be \$25.00 per month for hydraulic elevators and \$35 per month for MRL units. Should this requirement change, additional costs, if applicable, shall be added to this agreement.

ACCEPTED: _____

Travel Time and Mileage on Service Requests

Purchaser shall reimburse ThyssenKrupp Elevator for all travel time and mileage expended on any service requests which occur between our regularly scheduled examinations. Such costs will be invoiced at our regular billing rates and shall be roundtrip from the dispatching location to the building Location and return.

Gold Maintenance Agreement

Otis Gen2

To enable monitoring of the suspension means on certain units being serviced under this Agreement, Purchaser authorizes us to install and maintain ThyssenKrupp Elevator's suspension monitor on purchaser's equipment. Purchaser understands that the suspension monitor installed by us on purchaser's equipment remains the property of ThyssenKrupp Elevator. If the service agreement between ThyssenKrupp Elevator and customer is terminated for any reason, you authorize and will allow us access to your premises to remove our suspension monitor.

The suspension monitor equipment installed by ThyssenKrupp Elevator contains trade secrets belonging to us, and is installed for the use and benefit of our personnel only. You agree not to permit your personnel or any third parties to use, access, examine copy, disclose or disassemble the suspension monitor while it is located on your premises..

Schindler 321A Miconic (hydro) or 330A (hydro)

ThyssenKrupp Elevator does not accept responsibility to test, maintain, repair or replace any Schindler Elevator inverted, twin-post, telescopic jacks under the coverage of this maintenance agreement and they are specifically excluded from these terms and conditions. Any required repair or replacement of this equipment will be billed to Purchaser at ThyssenKrupp Elevator's current "time and material" billing rates.

TIPS
The Interlocal Purchasing System

INTERLOCAL PARTICIPATION AGREEMENT
OKLAHOMA
Region 8 Education Service Center
Pittsburg, TX 75686

Independent School District 16
Public Agency
State of Oklahoma §
County of Payne §

CD #: _____
(To be assigned by TIPS)

Region 8 Education Service Center
State of Texas §
County of Camp §

This Interlocal Agreement (the "Agreement") is entered into by and between the undersigned local public procurement unit or school district or technology school district of the State of Oklahoma (the "Cooperative Member"), pursuant to the Okla. Stat. Title. 61, §139, *et seq.*, (The Act) and the Region 8 Education Service Center ("ESC 8"), a political subdivision of the State of Texas, pursuant to the Texas Interlocal Cooperation Act. TEX. GOVT CODE "791.001 *et seq.*

WITNESSETH:

WHEREAS, any school district, including a technology school district, or any local public procurement unit, as defined by the Act may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants; and

WHEREAS, the Cooperative Member has determined that it is in its best interest to enter into the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the undersigned Cooperative Member and ESC 8 hereby promise and agree as follows:

TERMS AND CONDITIONS

1. ESC 8 and TIPS. ESC 8 is located in Pittsburg, Camp County, Texas. ESC 8 is governed by a board of directors composed of seven members and employs an executive director who serves as the chief executive officer of the service center. The executive director employs personnel as necessary to carry out the functions of the service center. TEX. EDUC. CODE § 8.003. The Interlocal Purchasing System ("TIPS"), a purchasing cooperative operated by ESC 8, is one branch of the service center that assists public agencies in Texas and other States by competitively procuring, according to applicable Texas statutes, various products and services for public agencies in the United States.

2. Statutory Authority. The Okla. Stat. title. 61, §139, *et seq.*, authorizes a local public procurement unit or school district or technology school district in Oklahoma to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants.

3. Texas Education Code, Chapter 8, provides for the establishment and operation of regional education service centers, which are charged in part with enabling school districts to operate more efficiently and economically. TEX. EDUC. CODE §8.001, *et seq.* The Texas Interlocal Cooperation Act authorizes local governments, such as regional education service centers, to agree with one another and with local governments of other states, to increase the efficiency and effectiveness of local governments. TEX. GOV'T CODE §§791.001, *et seq.*

4. **Governance of TIPS.** TIPS, will hire an administrator who will represent both ESC 8 and cooperative members in the governance and joint administration of TIPS.

5. **Term of Agreement; Termination.** This Agreement is effective as of the TIPS Membership activation date provided herein, for an initial term of one (1) year from the activation date. The Agreement shall be automatically renewed for successive calendar years unless either party gives written notice of non-renewal or termination. This Agreement may be terminated immediately, for convenience, and without cause by either party upon thirty (30) days prior written notice. The Agreement may also be terminated for cause at any time upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach. Upon termination of the Agreement, there shall be no mutually owned property of which to dispose.

6. **Services Performed.** ESC8, by this Agreement, agrees to provide cooperative purchasing services to the above-named public agency through TIPS, its administrative entity. TIPS's purpose is to obtain substantial value for participating public agencies through volume purchasing.

7. **Financing of the Agreement.** The cooperative undertaking in this Agreement shall be financed by requiring vendors to pay a fee, which is determined by TIPS with each solicitation, based upon the total volume of goods sold and provided by said participating vendor to Cooperative Members. No costs shall be incurred by Cooperative Members.

8. **Role of TIPS.**

- A. Provide for the organizational structure of the program.
- B. Provide staff for efficient operation of the program.
- C. Promote marketing of the TIPS Program.
- D. Coordinate the Competitive Procurement Process for all Vendor Awarded Agreements.
- E. Provide members with procedures for placing orders through TIPS PO System.
- F. Maintain filing system for Due Diligence Documentation.
- G. Collect fees from vendors to support the costs of operations of TIPS.

9. **Role of the Cooperative Member.**

- 1. Commit to participate in the program by an authorized signature in the appropriate space below.
- 2. Designate a primary and secondary contact person.
- 3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the Cooperative Member.
- 4. Prepare purchase orders or equivalent issued to the appropriate vendor, which includes the TIPS Contract number, from the official award list provided by the Purchasing Cooperative.
- 5. Accept shipments of products ordered from vendors in accordance with your standard purchasing procedures and in accordance with the TIPS Vendor agreement utilized.
- 6. Pay vendors in a timely manner for all goods and services received.

8. General Provisions. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue for any disputes arising from the Agreement shall be in the county in which the administrative offices of ESC8 are located, which is Camp County, Texas. Notwithstanding the foregoing governing law of Texas, nothing herein shall allow the Cooperative Member or its participation in the Cooperative's purchasing program (known as TIPS) to avoid compliance with or to violate the applicable laws of Oklahoma, as required, with respect to this agreement.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation, with each party bearing their own costs and fees.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein. This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Oklahoma Public Agency Purchasing Contacts:

Primary Contact: <u>Jerichah Dawson</u>	Secondary Contact: <u>Dian Porter</u>
Title: <u>Chief Financial Officer</u>	Title: <u>Financial Accountant</u>
Mailing Address: <u>314 S. Lewis</u> <u>Stillwater, OK 74074</u>	Mailing Address: <u>314 S. Lewis</u> <u>Stillwater, OK 74074</u>
Telephone: <u>(405) 533-6310 ext. 5040</u>	Telephone: <u>(405) 533-6300 ext. 5024</u>
Fax Number: <u>(405) 533-6311</u>	Fax Number: <u>(405) 533-6311</u>

AUTHORIZATION

This Agreement was approved by the governing boards of ESC Region 8- TIPS and the Oklahoma entity, if required by the laws or other controlling regulations of the Oklahoma entity, at meetings that were posted and held in accordance with applicable Open Meetings laws. Upon completion of all these this district will be a TIPS Member.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

APPROVAL SIGNATURES:
(Blue Ink Required)

PUBLIC AGENCY NAME and NUMBER:

Independent School District 16,
Payne County, Oklahoma

REGION 8 EDUCATION SERVICE CENTER

By: *Camille Frye DeYong*

By: _____

Printed Name: Camille Frye DeYong

Authorized Signature

Title: President

Executive Director

Date: 3/26/19

Date: _____

TIPS MEMBERSHIP ACTIVATION DATE: _____



THE FOLLOWING IS NOT PART OF AGREEMENT

Instructions:

NEW EASIER APPROVAL PROCESS:

See the attached letter from the Oklahoma Attorney General's Office. Only the Oklahoma entity and ESC Region 8 /TIPS is required to approve this agreement. According to the attached letter from the Oklahoma Attorney General, the Oklahoma governmental entity that enters into this interlocal cooperative agreement pursuant to Okla. Stat. title. 61, §139, *et seq.* is **not required** to follow the rules for approval provided in Okla. Stat. title. 74 §§ 1004 (F) and 1005. This means **no** Attorney general approval, **no** filing with the County Clerk or the Secretary of State. A special thank you to Senators Bergstrom, Loveless and Brecheen of the Senate and Representative Murphey of the House for filing SB 563 and which initiated this new statute.

No legal advice or counsel is provided by TIPS or ESC Region 8 in this document or agreement and TIPS recommends prospective members consult their legal counsel if there are any questions on the process.

If any additional information is needed please contact TIPS at **(866) 839-8477**.

1. Statutory Authority. The Okla. Stat. title. 61, §139, *et seq.*, authorizes a local public procurement unit or school district or technology school district in Oklahoma to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants. (See enrolled language of the Bill below and a letter form the Oklahoma Attorney General's office regarding approvals)

2. Texas Education Code, Chapter 8, provides for the establishment and operation of regional education service centers, which are charged in part with enabling school districts to operate more efficiently and economically. TEX. EDUC. CODE §8.001, *et seq.* The Texas Interlocal Cooperation Act authorizes local governments, such as regional education service centers, to agree with one another and with local governments of other states, to increase the efficiency and effectiveness of local governments. TEX. GOV'T CODE §§791.001, *et seq.*

ENROLLED SENATE

BILL NO. 563

By: Bergstrom, Loveless and Brecheen
of the Senate and Murphey of the
House

An Act relating to public buildings and public works; establishing certain purchasing provisions for school districts; clarifying types of purchasing; establishing that certain purchasing practices are available to local public procurement units; providing definitions; construing act; providing for codification; and providing an effective date.

SUBJECT: State purchasing procedures

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 139 of Title 61, unless there is created a duplication in numbering, reads as follows:

A. In addition to any authority to enter an agreement pursuant to the Interlocal Cooperation Act, any school district, including a technology school district, may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public agencies and open-ended state public procurement contracts.

B. Any local public procurement unit may either participate in, sponsor, conduct or administer a cooperative or piggybacking purchasing agreement for the acquisition of any commodities or services, including construction services, with one (1) or more public

procurement units or external procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open-ended state public procurement unit contracts which are made available to local public procurement units. Purchases made in accordance with this subsection by a local public procurement unit shall be required to satisfy any procurement regulation, including The Central Purchasing Act, the Public Competitive Bidding Act, the Finance Act, related administrative rules and federal regulations that may apply due to the federal source of the funding for the anticipated purchase.

C. For purposes of this section, the following definitions apply:

1. "Local public procurement unit" shall mean, inter alia, any county, city, town, state agency, and any other subdivision of the state or public unit or agency thereof;

2. "External procurement unit" shall mean any buying organization in the United States not located in this state which, if located in this state, would qualify as a public procurement unit; and

3. "Cooperative or piggybacking purchasing agreement" shall mean an agreement between a local public procurement unit and another local public procurement unit or an external procurement unit to authorize the use of a contract procured by one of the parties to the agreement to benefit the other party to the agreement. This term shall also mean an agreement that provides access to a product or service that is lower in price than a comparable product or service that is available through the usage of a statewide, multistate or multigovernmental contract issued by the state Purchasing Division.

D. Nothing in this section shall supersede the obligation of a state agency to adhere to rules regarding statewide contracts issued by the state Purchasing Division. Neither shall any provision of this section be construed to waive the obligation of a state agency to utilize a mandatory purchasing contract as designated by the State Purchasing Director.

SECTION 2. This act shall become effective November 1, 2017.



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

February 15, 2018

Rick Powell
Attorney at Law/General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX 75686

Re: The Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001, et seq., and Section 139 of Title 61 of the Oklahoma statutes

I am assigned to handle the review of interlocal cooperation agreements for the Oklahoma Attorney General, and I have been asked to address your questions relating to Section 139 of Title 61 of the Oklahoma statutes and the Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001, et seq. ("the ICA Act").

It is my opinion that agreements that qualify under Section 139 of Title 61 need not receive approval of the Oklahoma Attorney General as required by ICA Act, due, in part, to the fact that the wording of Section 139 of Title 61 takes this type of agreement out of the requirements of the ICA Act through the wording in Section 139 that provides that the authority created by Section 139 is in addition to the authority to enter into an agreement pursuant to the ICA Act. See 61 O.S. § 139(A). It is my opinion that Section 139 of Title 61 creates contracting authority independent of the ICA Act.

In addition, it is my opinion that agreements entered into pursuant to Section 139 of Title 61 of the Oklahoma statutes need not be filed with the Secretary of State or the applicable county clerk(s) for the same reasons that AG approval is not required. See 74 O.S. § 1005.

Note that this reply to your questions is not an official opinion of the Oklahoma Attorney General. Rather, it represents my legal opinion only.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karl F. Kramer", is written over a horizontal line.

Karl F. Kramer
Assistant Attorney General
Office of the Oklahoma Attorney General

SERVICE AGREEMENT

This Service Agreement (the “Agreement”) is dated the 14th of May, 2024 between Stillwater Public Schools, an Oklahoma public school district (hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, Care Solace® provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in May 2024. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall facilitate a process called the “**Warm Handoff®**,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter “**Independent Contractors**”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a "**Care Companion™**." The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care Companions are not a crisis response team. The Care Companions are available to work directly with students and families to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide a virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of May 15, 2024 (hereinafter the “**Effective Date**”).

10. The initial term of this Agreement (hereinafter the “**Initial Term**”) will begin on May 15, 2024 and continue through June 30, 2025. This Agreement will renew automatically for one-year terms (hereinafter, “**Renewal Term**”) on July 1st of each year following the Initial Term (hereinafter the “**Renewal Date**”) unless either Party provides the other Party with at least sixty (60) days prior written notice, pursuant to Paragraph 54, *infra*, to terminate this Agreement effective at the end of the existing term. The maximum term of this Agreement is five (5) years.

11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1. For the Initial Term, May 15, 2024 through June 30, 2025, School District will pay \$22,800 to Care Solace, to be invoiced on July 1, 2024. For the period from May 15, 2024 through June 30, 2024, there is no cost to School District.

11.2 For each Renewal Term, School District will pay \$22,800 to Care Solace on or around the Renewal Date.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.

12.1 **Payment Terms.** School District agrees to pay the amounts set forth in Paragraph 11, *supra*, within thirty (30) calendar days of receipt of an invoice. If Care Solace does not receive payment in full on an invoice within thirty (30) days, a finance charge on the unpaid amount of any invoice will be charged at a rate of 3.75% annually, beginning thirty (30) days after School District receives the invoice. Payments by the School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. School District agrees to pay all costs, including reasonable attorneys’ fees, incurred by Care Solace in the collection of any delinquent accounts. For the purposes of this Paragraph 12.1, an invoice shall be deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

13. To ensure continuity of the Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new Agreement beginning after this grace period shall be retroactive to the expiration date. In

the event that the Parties do not agree to renew this Agreement for a Renewal Term or negotiate a new Agreement, Care Solace shall have the right to issue an invoice for Services rendered during the aforementioned grace period.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. School District may terminate an Initial Term or a Renewal Term without cause pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate without cause an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination without cause of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-50, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 43, *infra*.

Data and Information Privacy

18. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter "COPPA"), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "FERPA").

19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.
20. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.
21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.
22. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Handoff or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).
23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.
24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or their legal guardian if applicable, in a form that complies with applicable law.
25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.
27. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do

any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms

and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the defense and indemnity

Paragraph 39, *infra*, set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the Services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. **Insurance.** During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "**School District Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care

Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39.1 Additional Insured. Care Solace shall cause School District to be named as an “Additional Insured” under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District’s coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District’s sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *supra*.

40. A School District Party seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace’s or its insurer’s sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace’s or its insurer’s sole cost and expense. The obligations and responsibilities set forth in this Paragraph 40 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. Naming School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38-40 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38, *supra*.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “**Dispute**”), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-50 herein (hereinafter the “**Arbitration Agreement**”).

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the “**Notification Date**.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter “**Mediation Service**”).

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the "FAA"). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed [here](#).

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of Delaware, subject to the limitations on damages set forth in Paragraphs 47-50, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this Agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 17 and 43, *supra* and shall also be excused from the mediation required under Paragraph 44, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-50, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. **Venue for Arbitration.** Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Payne County, OK.

54. **Notices.** All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District:
Stillwater Public Schools
314 S LEWIS ST

Stillwater, OK 74074-3515
Attention: Uwe Gordon
Superintendent
Email: ugordon@stillwaterschools.com

If to Care Solace:
Care Solace, Inc.
120 Birmingham Drive, Suite 200
Cardiff, CA 92007
Attention: Chad Castruita
Email: chad.castruita@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties' mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-50, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10)

days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral, including but not limited to School District's purchase orders or like documents, which shall be for administrative convenience only and which shall have no substantive force or effect. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that they have been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Care Solace, Inc. ("Care Solace")

Printed Full Name: Anita Ward

Title: Chief Growth Officer

Signature: Anita Ward

Date: 04-18-2024

Stillwater Public Schools ("School District")

Printed Full Name: Marshall A. Baker

Title: President, BOE

Signature: Marshall A. Baker

Date: 5-14-24

Accounts Payable Information:

School District Dept: _____

Accounts Payable contact:

Name: _____

Email: _____

Phone: _____



mfsok.com

P: 405.340.1727

1017 N. Bryant Ave., Ste 100
Edmond, OK 73034

P.O. Box 747
Edmond, OK 73083-0747

May 23, 2024

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the INDEPENDENT SCHOOL DISTRICT NUMBER 16, PAYNE COUNTY, OKLAHOMA (Stillwater Board of Education), Stillwater, Oklahoma (the “Client”).

The Client desires to engage MFSOK and agrees as follows:

I. Scope of Services.

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client’s new and outstanding debt obligations, including general obligation bonds and lease financings (the “Issues”). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA Exemption”).

A. New Issue and Refunding of Existing Client Issues

1. Assist Client with bond planning that includes compliance with Oklahoma Constitutional Debt Cap and Client's mill levy target.
2. Evaluate options or alternatives with respect to the proposed new Issue.
3. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
4. Review recommendations made by other parties to the Client.
5. Assist Client in preparing a plan of finance.
6. Advise Client on structure, terms and timing of the proposed new Issue.
7. Prepare financing schedule.
8. Attend meetings as requested by the Client.
9. Assist the Client in preparation of their notices of sale, instructions to bidders, or official statements, as appropriate.
10. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
11. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
12. Coordinate closing of the new Issue with Client and other parties.
13. Review Client's Estimate of Needs to be submitted to County.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

- A. General Obligation Bonds. MFSOK shall be paid at the time of closing a fee calculated as follows:
 - ½ of 1% of the par amount of each series of bonds issued
 - Minimum fee: \$10,000.00 for each series of bonds
- B. Lease Purchase Transactions. MFSOK shall be paid at the time of closing a fee calculated as follows:
 - ½ of 1% of the Lease Purchase Note Amount
- C. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.
- D. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,000.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.
- E. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

III. Term and Termination

- A. Term of Agreement. Unless otherwise terminated as provided herein, this Agreement shall be in force and effect for Fiscal Year Ending June 30, 2025, and may be renewed for successive fiscal years beginning July 1 and ending June 30 upon mutual consent of both parties.
- B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Client;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
 - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73083-0747

CLIENT:

Independent School District Number 16
Payne County, Oklahoma
Attn: Michael Arnold, Chief Financial Officer
314 South Lewis
Stillwater, OK 74074

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on June 11, 2024, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: Jeriah M. Dawson
Jeriah M. Dawson, Vice President

INDEPENDENT SCHOOL DISTRICT NUMBER 16
PAYNE COUNTY, OKLAHOMA (STILLWATER
BOARD OF EDUCATION)

By: _____
Title: President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)

ROSENSTEIN, FIST & RINGOLD

ATTORNEYS AT LAW

JOHN G. MOYER, JR.
JERRY L. ZIMMERMAN
FREDERICK J. HEGENBART
ERIC P. NELSON
JOHN E. PRIDY
BRYAN K. DRUMMOND
KENT B. RAINEY
ERIC D. WADE
SAMANTHIA S. MARSHALL
ADAM S. BREIPOHL
ERIC D. JANZEN
MARK S. RAINS

M. SCOTT MAJOR
ADAM T. HEAVIN
NATHAN R. FLOYD
GREGORY D. LOEFFLER

PARK CENTRE
525 SOUTH MAIN, SUITE 700
TULSA, OKLAHOMA 74103-4508
(918) 585-9211

FACSIMILE
(918) 583-5617

INTERNET WEB SITE:
www.rfrlaw.com

OKLAHOMA CITY OFFICE:
UNION PLAZA BUILDING
3030 NW EXPRESSWAY, SUITE 200
OKLAHOMA CITY, OKLAHOMA 73112
(405) 521-0202

C.H. ROSENSTEIN (1898-1990)
HENRY L. FIST (1898-1976)
DAVID L. FIST (1981-2008)
A.F. RINGOLD (1981-2021)

OF COUNSEL

ALISON A. PARKER
LINDSEY E. ALBERS

May 31, 2024

VIA ELECTRONIC MAIL

Uwe Gordon, Superintendent
Stillwater School District
UGordon@StillwaterSchools.com

Re: RFR Engagement Letter 2024-2025

Dear Mr. Gordon:

This letter is intended to establish the terms and conditions of this firm's representation of Stillwater Independent School District No. 16 of Payne County, Oklahoma ("District"). This agreement must be approved by the Board pursuant to an agenda item at a duly called meeting of the Board.

Legal services rendered by this law firm are on an "as needed" basis and encompass work requested to be performed by the Superintendent or the Board of Education. A schedule of the current billing rates of our shareholders, associates, legal assistants, law clerks and interns is attached. This schedule is subject to change from time to time when the firm implements a general change of rates of its education clients, or to reflect additional experience or expertise gained by the firm's professional staff. In addition, newly hired professional staff may be added. The billing rates for new professionals will be set based upon their experience. The firm will provide an updated schedule of billing rates upon request at any time.

The firm will provide the District a monthly statement for legal services rendered which will fully set out what services were provided and how much time was spent performing them. In addition, you will be provided with a monthly statement of cash advanced on behalf of the District. This will include funds expended on the District's behalf for copying, Westlaw computer time, travel expenses and the like.

From time to time, it may be possible for an associate of this firm to provide part of the legal services needed by the District. Since associate time is billed at a lower hourly rate than mine, such may represent a lower expense to the District. Of course, I will monitor all work performed by associates.

Uwe Gordon, Superintendent
Stillwater School District
May 31, 2024
Page 2

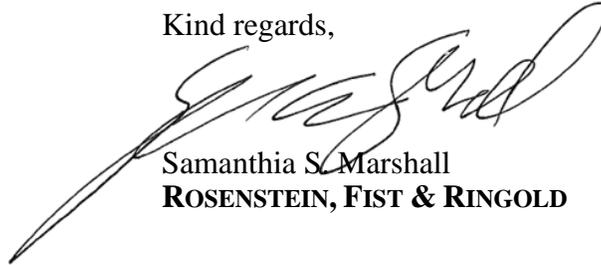
On or about the 15th of each month, the District will receive an invoice for services rendered the previous month along with a statement of cash advanced. If you have any questions regarding any invoice which you receive, please call it to my attention immediately.

I trust that the above will be to your satisfaction. If this is the case and following approval by the Board, I would ask that the person designated by the Board execute this copy of the letter and return it to me for our file. Another copy with my original signature should be maintained for the District's file.

This agreement may be terminated at any time without cause by either party upon written notice to the other. The right to terminate is subject to our ability to withdraw from the representation with permission of the court, where applicable. This agreement shall be deemed renewed on July 1 of each year unless one of the parties advises the other on or before June 30 that it wishes to withhold ratification and/or to terminate the Agreement.

If you have any questions regarding the above or wish to discuss the terms further, please do not hesitate to contact me.

Kind regards,



Samantha S. Marshall
ROSENSTEIN, FIST & RINGOLD

SSM/cnw

Enclosures: 2023 RFR Rate Sheet (Currently in Effect)

The Board of Education, having considered and approved the terms of this engagement letter, directs the President and Clerk to execute this document on behalf of the District.

Entered into by the District this ____ day of _____, 2024.

President, Board of Education

Clerk



ROSENSTEIN FIST & RINGOLD

**Governmental
2023 Billing Rates
Effective July 1, 2023**

Years of Practice as Attorney:

30+ Years	\$325
25-29 Years	\$295
20-24 Years	\$285
15-19 Years	\$270
10-14 Years	\$230
6-9 Years	\$195
3-5 Years	\$180
0-2 Years	\$170
Law Clerks	\$110
Paralegals	\$125

Billing rates may increase on July 1 of each subsequent year to adjust for inflation as determined by the previous year's Social Security Cost of Living Adjustment. Any increases will be made in \$5.00 per hour increments rounded to the nearest \$5.00.



ROSENSTEIN FIST & RINGOLD

Schedule of Reimbursed Expenses

Telephone - Long Distance	Free (no charge)
Facsimile - Incoming	Free (no charge)
Facsimile - Outgoing	\$1.00 per page for local calls and \$2.00 per page for long distance calls (all other long distance charges are waived)
Travel	At actual cost (mileage billed at IRS approved rates)
Delivery-Postage	At actual cost
Photocopying	.20 cents per page
Secretarial Overtime	Only upon request of client and then only at actual cost
Cash Advances	At actual cost up to \$500; expenditures over \$500 are sent directly to client for payment
Computer Assisted Research (Westlaw)	At actual cost

SERVICES AGREEMENT

This Master Service Agreement, along with all Attachments ("**Agreement**") is made effective as of May 14th, 2024 ("**Effective Date**") by and between Vero Fiber Networks, LLC, a Colorado limited liability company, and its affiliates and subsidiaries with an address of 1023 Walnut Street, Boulder, CO 80302 ("**Vero**") and Stillwater Independent School District 16, with an address of 314 S Lewis Stillwater OK 74074 ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**."

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this Agreement is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services ("**Services**") from Vero for its use. Additional terms and conditions that apply to each type of Service are set forth in the attached service description (each a "**Service Description**"). This Agreement, the applicable Service Descriptions and Service Orders (as defined in Section 1.2 below) and any other attachments are hereby incorporated herein and shall collectively be referred to as the "**Agreement**."

1.2 Orders for Services. Customer may request Vero to provide a Service by submitting a service order in a form provided by Vero from time to time ("**Service Order**") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Vero. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Description. All Service Orders shall be subject to availability and acceptance by Vero. Customer may add Locations to an existing Service Order upon approval by Vero.

ARTICLE 2 - PAYMENT TERMS

2.1 Billing Commencement. Vero may commence billing and Customer shall be liable for payment for Services upon the Service Activation Date.

2.2 Invoicing and Payment Terms. The Service Order shall set forth the Non-Recurring and Recurring Charges. The Recurring Charge shall be the recurring fee for the Service. The Recurring Charge may be specified as a Monthly Recurring Charge ("MRC"), a Quarterly Recurring Charge ("QRC") or an Annual Recurring Charge ("ARC"). The Non-Recurring and Recurring Charges, plus any other amounts due, are payable in full within thirty (30) days from date of invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower.

2.3 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify Vero in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall immediately pay such amounts due.

ARTICLE 3 – TERM AND RENEWAL

3.1 Term. The Term of this Agreement shall continue so long as there is an effective Service Order. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order. Any renewal term options shall be as set forth in the Service Order. Following expiration of any Term or Renewal Term, the Service Order shall automatically renew for one (1) month periods (collectively, the "**Service Term**") until terminated by either Party upon at least ninety (90) days prior written notice.

3.2 Deferred Capital Fee.

Each agreement signed by the Customer pursuant to this Agreement shall contain a requirement for Customer to reimburse Vero's unrecovered Costs should the Customer elect to terminate the contract prior to the end of the Initial Term (the "Deferred Capital Fee.") The Deferred Capital Fee shall be paid in addition to any amounts due under the agreement through the date of termination. The Deferred Capital Fee shall be based on the pricing option selected by the Customer and shall be calculated as follows:

If the Service Order is terminated in this month of the initial Term:	The Deferred Capital Fee is:
Month 0-12	\$1,363,203.00
Month 13-24	\$1,090,562.40
Month 25-36	\$817,921.80
Month 37-48	\$545,281.20
Month 49-60	\$272,640.60

ARTICLE 4 - SERVICE REQUESTS AND DELIVERY

4.1 Service Order Acceptance. Vero may accept or reject any submitted Service Order in its sole discretion. Unless otherwise provided in the Agreement, Customer's obligations specified in an accepted Service Order are non-cancellable.

4.2 Service Activation. After Vero has determined that the Service conforms to the relevant Service Specifications (including power and OTDR testing to verify performance within industry standard for calculated budget loss), Vero will notify Customer that the Service is delivered, meets the related Service Specifications and is available for use by Customer ("Service Activation Notice"). The "Service Activation Date" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing or (ii) the date that Vero has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Vero that it is rejecting the Service that does not meet the Service Specifications. If Customer has notified Vero within such two (2) day period that the Service does not meet the Service Specifications, and provided that such notification is legitimate, then Vero shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Vero shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Vero from billing Customer for the Service. The billing of any recurring charges shall begin on the Service Activation Date and continue throughout the Service Term.

4.3 Incrementally Delivered Locations. Unless otherwise specified in a Service Order, Vero may incrementally deliver individual Locations, when ready and may charge a proportionate share of the MRC for any Locations delivered prior to all Locations being delivered. "Location" shall mean each individual Customer building (or other location) to which Vero is providing Service.

ARTICLE 5 - EQUIPMENT AND INSTALLATION

5.1 Access and Customer Premises Obligations. In support of Vero meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and Costs on the premise side of each Demarcation Point, including technically compatible cross-connections. "Demarcation Point" is the network interface point specified on a Service Order where Vero hands off Service to Customer. Customer shall be responsible for providing any needed easement for, securing all rights and paying all costs associated with building access, occupancy, and any other fees related to terminating Vero's fiber in the Customer's premises and otherwise conducting typical telecommunication operations at the premises ("Customer Requirements").

5.2 Vero Facilities. Vero, or its agent, may provide, install, maintain, repair, operate and control Vero's, conduit, fiber optic cable, fiber termination panels or any other equipment ("Vero Facilities"). Customer shall be liable for any loss of or damage to Vero Facilities caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Vero for the same. If, on responding to a Customer initiated service call, Vero reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of facilities or equipment other than Vero Facilities, Customer shall compensate Vero for actual time and materials expended during the service call and for any work performed by Vero on non-Vero facilities.

ARTICLE 6 - USE OF SERVICE

6.1 Subject to the limitations set forth in this Schedule, Customer shall use the Service solely for lawful purposes. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant infeasible or other rights of use in or to all or any part of the optical fiber strands

as "dark fiber" as such term is commonly understood in the telecommunications industry. A violation of this provision shall be a material default and shall subject Customer to immediate termination.

6.2 Except as expressly set forth herein, the lease does not include the right of Customer to own, control, access, maintain, splice, adjust, align, cut, modify or revise any portion of the Vero network. Customer will not install any equipment to be used with the Service that damages or interferes with Vero network.

ARTICLE 7 - DEFAULT; SUSPENSION OF SERVICE

7.1 Customer Default.

7.1.1 Customer is in default of this Agreement if Customer (a) fails to cure any monetary breach within ten (10) days of receiving notice of the breach from Vero; or (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from Vero (each such event shall be a "**Customer Default**").

7.1.2 In the event of a Customer Default, Vero may suspend Services to Customer until Customer remedies the Customer Default, or Vero may terminate this Agreement and/or any or all of the Services being provided hereunder. Vero may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to Vero at law or in equity.

7.2 Vero Default.

7.2.1 Vero is in default of this Agreement if Vero fails to cure any non-monetary breach of any material term of this Agreement within thirty (30) days of receiving written notice of the breach from Customer ("**Vero Default**"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of Vero Default. Customer's sole and exclusive remedy for any failure of Service shall be as set forth in the attached Service Level Agreement.

ARTICLE 8 – TAXES AND OTHER FEES AND SURCHARGES

All charges for the Services are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Vero's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, property taxes, value added, consumption, sales, use, gross receipts, excise, access and bypass ("**Taxes**"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation USF, Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Services ("**Other Fees and Surcharges**"). If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Vero with a valid exemption certificate (in a form reasonably acceptable to Vero). Certain taxes and fees paid by Vero, such as property taxes on the network, are not eligible for exemption. Vero will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Vero to Customer following Vero's receipt of such exemption certificate.

ARTICLE 9 - LIMITATION OF LIABILITY

9.1 General Limitations. To the extent allowed by law, Vero shall enjoy any statutory protections granted to utility providers and shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Vero's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Vero from Customer over the preceding three (3) months for the Service affected. Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.

9.2 Special Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 10 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, VERO MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

9.3 No Liability for Certain Actions. Vero is not responsible for the content of any information transmitted or received through the Services. Other than as expressly stated herein, Customer shall be solely responsible for the security and confidentiality of information it transmits using a Service. Vero exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

ARTICLE 10 - INDEMNIFICATION

10.1 Indemnification. Each Party shall indemnify, defend and hold harmless ("**Indemnifying Party**") the other Party, its directors, officers, employees, and agents, successors and assigns ("**Indemnified Party**"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Vero is not obligated to indemnify Customer, and Customer shall defend and indemnify Vero hereunder, for any claims by any third party, including end users, arising from services provided by Customer that incorporate any of the Services including but not limited to (a) violation of any applicable law by end users; (b) damage to property or personal injury (including death) arising out of the acts or omissions of end users; (c) termination or suspension of Services of Customer or end users, due to a Customer Default; or (d) claims by a third party, including without limitation end users, arising out of or related to the use or misuse of any Service.

10.2 Indemnification Procedures. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

ARTICLE 11 - FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform including, but not limited to, acts of God, fire, explosion, third party actions, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action, request or failure to act of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall promptly notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Subject to Laws. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("**FCC**"), Vero's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Description and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

12.2 Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Colorado.

12.3 Relationship of Parties. This Agreement does not create a partnership, joint venture or agency relationship between the Vero and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

12.4 Notices. Notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party. **If Customer is disconnecting Service(s) for any reason, it also must deliver notice to Vero by email to "disco@veronetworks.com"**

If to Vero:	If to Customer:
Vero Fiber Networks, LLC	Stillwater Independent School District 16
Attn: Chief Legal Officer	
P.O. Box #1110	314 S Lewis
Boulder, CO 80306	Stillwater OK 74074

12.5 No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto.

12.6 Entire Agreement. This Agreement and each Attachment constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of Vero and the Customer. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the Parties. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

12.7 Counterparts/Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Vero Fiber Networks, LLC			
Signature:	<i>Pamela Moore</i>	Signature:	<i>Marshall A Baker</i>
Name:	Pamela Moore	Name:	Marshall A Baker
Title:	CEO	Title:	President BOE

ATTACHMENT 1**SERVICE DESCRIPTIONS AND SERVICE LEVEL AGREEMENT****LEASED DARK FIBER SERVICES DESCRIPTION**

A fiber-based Service where Vero owns and operates telecommunications facilities and is in the business of leasing dark fiber optic strands within the Vero network ("Dark Fiber"). Customer leases capacity (i.e. a specific number of fiber strands) on the Vero-owned fiber network. Customer pays Vero a non-recurring and/or recurring charge for the lease and maintenance of the Dark Fiber. As of the Service Activation Date for any Dark Fiber ordered under a Service Order, Vero agrees to lease to Customer, and Customer agrees to lease from Vero, the number of strands of Dark Fiber in the configuration described in the Service Order. Any materials, equipment, fiber optic cable and other personal property shall remain Vero's personal property even if installed to the real property of the Customer. Customer shall keep Vero's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. Customer shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy or operate the Dark Fiber.

LEASED LIT FIBER SERVICES DESCRIPTION

A fiber-based broadband Service where Vero owns, maintains, lights and manages the network, and Customer pays a recurring charge to have data transported over that network. Customer is responsible for any data or other information it transmits over the network. Any materials, equipment, fiber optic cable and other personal property shall remain Vero's personal property even if installed to the real property of the Customer. Customer shall keep Vero's facilities and the network free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. Customer shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy or operate the network.

SERVICE LEVEL AGREEMENT

In the event of a Service Outage, other than for Force Majeure or the result of Customer's actions and/or equipment, Customer shall receive as its remedy the following Service Level Credit. The Service Level Credit in any month shall not exceed 100% of the recurring charge attributable to that month. "Service Outage" shall mean that the Service is unable to transmit data.

Service Measurement	Objective	Remedy
Availability	99.999%	100% of MRC for impacted Location
Latency	<10 ms	100% of MRC for impacted Location
Mean Time to Repair a Service Outage	4 hours	100% of MRC for impacted Location

ATTACHMENT 2

Technical Support, Maintenance, Relocation & Repair Procedures

1. **Purpose.** Vero shall provide Routine Maintenance and Non-Routine Maintenance as defined in and in accordance with this Attachment. This Exhibit describes the policies and procedures Vero utilizes to monitor and maintain the Service throughout the duration of the Service Term. Vero shall ensure that the Service is maintained according to the specifications and procedures specified herein, through application of commercially reasonable and accepted industry standards and in accordance with manufacturers' specifications. The purpose and result of monitoring and maintenance shall be to maintain (in the case of routine maintenance) or restore (in the case of non-routine maintenance) the functionality of the Service. Vero reserves the right to modify these procedures as appropriate to ensure that performance specifications are achieved.
2. **Technical Support.** Vero's Network Operations Center ("NOC") oversees Service maintenance and repair and is available on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). Vero utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.
3. **Routine Maintenance.** Routine Maintenance is maintenance and repairs that Vero deems necessary to ensure proper functioning of the Vero network, Vero shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the local "Call Before You Dig" program. Planned network maintenance that does or does not potentially involve the disruption of functionality of the Service is also considered Routine Maintenance. The nature of such a planned Routine Maintenance activity is such that it can be pre-scheduled so as to allow notification to Customer as appropriate. The Vero NOC will generally conduct such planned Routine Maintenance outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. Vero will use commercially reasonable efforts to provide Customer with ten (10) business days prior notice of Routine Maintenance that is service affecting and five (5) business days prior notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.
4. **Non-Routine & Emergency Maintenance.** Non-Routine Maintenance is repair, restoration or maintenance that restores the functionality of the Services. For any Non-Routine and/or emergency Maintenance (including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events), Customer will first use commercially reasonable efforts to determine that any disruption in the functionality of the Service is not on the Customer's side of the Demarcation Point. In the event Vero is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Vero's services, Vero reserves the right to charge the Customer the full amount of such Non-Routine Maintenance expense. After verifying that the problem is not on Customer's side of the Demarcation Point, Customer shall open a Trouble Case for Technical Support by contacting Vero Customer Support at (800) 691-8376 or submit a request at www.veronetworks.com.
5. **Fiber Optic Cable Repair & Restoration.** Following receipt of Customer's notification of a Trouble Case, Vero shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of the initial Trouble Case, provided Vero has all necessary access to the Customer Location(s), including Customer's Premises. In the event of a cable failure, Vero shall use its best efforts to begin Service restoration within four (4) hours following identification of such failure. Vero shall use its best efforts to then restore the functionality of the Service no later than six (6) hours following initiation of restoration activities. During an outage Vero shall contact Customer on a regular basis, to update the status of restoration. Vero is responsible for ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the maintenance on the Services. Customer shall procure for Vero reasonable 24x7x365 access to Customer's Location(s) for purposes of both Routine and Non-Routine Maintenance.
6. **Relocation.** Customer acknowledges and agrees that, after the Service Activation Date, Vero may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure Event, to relocate a portion(s) of the Vero network.

ATTACHMENT 3**ADDITIONAL TERMS APPLICABLE TO UNIVERSALE SERVICE (E-RATE) CUSTOMERS**

Customer may seek funding through the Federal Universal Service Fund program known as "E- Rate" for some or all of the Services purchased under the Agreement. E- Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD" and/or "E-Rate Program"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate Program. Both parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E- Rate Program. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the Customer, USAC/SLD and/or the FCC. Vero makes no representations or warranties regarding such eligibility.

1. **Reimbursement of USAC/SLD.** If USAC/SLD seeks reimbursement from Vero of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD - determines that Service(s) that it had previously approved for discounts are not eligible and funds must be returned (other than as the result of Vero's failure to comply with the E-Rate requirements), then Customer shall reimburse Vero for any such funds Vero must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments, fees and early termination fees.
2. **Requested Information.** If requested, Customer will promptly provide Vero with final copies of the following E-Rate related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
3. **Service Substitutions and Suspension of Payments.** Vero will provide services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests. Insofar as Vero services are being reimbursed with E-Rate funds and Vero becomes aware that USAC/SLD has suspended payment resulting from a possible program rule violation or breach of the Agreement by Customer and, accordingly, suspension of services, Vero may continue Services upon execution of an agreement mutually satisfactory to both parties.
4. **Non-Appropriations.** By executing the Agreement and ordering Services, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Service(s), Customer may terminate the Service(s) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Service(s); and (iii) Customer has negotiated in good faith with Vero to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget for such Service(s). No penalty shall accrue to Customer in the event this provision is exercised, and Customer shall not be obligated or liable for any future payments due or any damages as a result of termination under this Attachment.

Attachment 4- Service Order



Customer Name: Stillwater Independent School District 16
 Customer ID: 187460
 Customer Location: Stillwater OK

Service Order ID: 187460-1
 Service Order Date: 3/15/2024
 SPI or BEAR:

Vero Fiber Networks, LLC
 PO Box 1110
 Boulder, CO 80306
 303-350-4060

Customer Info		Customer Authorized Agent Info	
Customer Name:	Stillwater Independent School District 16	Name:	Bryan Bloomer
Street Address:	314 S Lewis	Title:	Director of Technology Services
Street Address 2:		Phone (Primary):	405.707.5116
City/State:	Stillwater OK	Phone (Secondary):	
Zip:	74074	Email:	bbloomer@stillwaterschools.com

Product	Bandwidth	A Location	Z Location	Qty	Term (Months)	Monthly Recurring Charge	Non-Recurring Charge
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Stillwater Junior High School 1900 N Skyline St Stillwater OK 74075	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Stillwater Middle School 2200 S Sangre Rd Stillwater OK 74074	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Skyline Elementary School 2402 E Sunrise Ave Stillwater OK 74075	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Highland Park Elementary 400 S Drury St Stillwater OK 74074	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Westwood Elementary School 502 S Kings St Stillwater OK 74074	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Will Rogers Elementary School 1211 N Washington St Stillwater OK 74075	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Richmond Elementary School 201 W Richmond Rd Stillwater OK 74075	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Lincoln Alternative Academy 215 E 12th Ave Stillwater OK 74074	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Sangre Ridge Elementary School 2500 S Sangre Rd Stillwater OK 74074	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Ag Facility 148 N Drury Stillwater OK 74074	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Administration 314 S Lewis St Stillwater OK 74074	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	Stillwater High School 1224 N Husband St Stillwater OK 74075	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Tech Office 1644 Cimarron Plaza Stillwater OK 74075	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Virtual Academy 308 W Franklin Ln Stillwater OK 74075	1	60	\$1,514.67	\$0.00
Leased Lit Fiber	10G	SPS North Operations Center 5021 N Perkins Rd Stillwater OK 74075	SPS Baseball/Softball Complex 962 E Alcott Ave Stillwater OK 74074	1	60	\$1,514.67	\$0.00
Subtotal						\$22,720.05	\$0.00
			Telecom Fees and Surcharges			\$1,238.24	\$0.00
Total						\$23,958.29	\$0.00

Special Terms and Conditions
NEW SITES: Vero will add any new future school sites at the same MRC per site as the ones listed above. Any NRC or special construction (if applicable) will be at the same cost per foot as the sites above. If Vero is unable to connect a new site within the MRC/NRC, and/or special construction costs, the district may file a new Form 470 to bid out those specific sites.
 This order is conditional upon receiving School Board Approval and a Funding Commitment Decision Letter from USAC.

Renewal Options
 Voluntary Renewals: Yes Renewal terms: 3 optional renewals of 5 years each @ \$22,720.05

This Service Order is attached to and incorporated into the Master Services Agreement between Vero Fiber Networks, LLC (Vero) and Customer (the "Agreement"). The Services described in this Service Order are subject to the Terms and Conditions contained in the Agreement. To the extent of any conflict between the terms and conditions in this Service Order and the Agreement, the Service Order shall control. By giving this Service Order, you represent that you are the authorized Customer representative and the information above is true and correct. Each party may use electronic signature to sign this Service Order provided the electronic signature method used by Customer is acceptable to Vero. "Acceptance" of this Service Order by Vero shall occur upon the earlier of (i) Vero's counter-signature of this Service Order or (ii) Vero's install of one of the Services described above at Customer's location. Customer agrees to utilize all Leased or Fiber connections for equal to or greater than 95% ingressible traffic. I acknowledge that I have read and understand the Agreement and General Terms.

Stillwater Independent School District 16 Signature: Pamela Moore Print Name: Pamela Moore Title: CEO Date: 04.22.2024	Vero Signature: Print Name: Title: Date:
--	--



The Only One That's All In One

Subscription Order Form

Company Address	9815 S Monroe St, STE 204 Sandy, Utah 84070 United States	Quote Number	00676257
Created Date	4/26/2024	Contract Length	1 Year
Prepared By	Garrett Sadler	Start Date	7/1/2024
Email	garrett.sadler@arbitersports.com	End Date	6/30/2025
Billing Schedule	One-Time		

Customer Billing

Account Name	Stillwater High School	Primary Contact	Michael Arnold
Billing Contact	Michael Arnold	Primary Email	marnold@stillwaterschools.com
Billing Email	marnold@stillwaterschools.com	Primary Title	CFO
Billing Phone	405-533-6300	Primary Phone	405-533-6300
Billing Address	1224 N Husband St Stillwater, Oklahoma 74075-3630 United States	Address	1224 N Husband St Stillwater, Oklahoma 74075-3630 United States

Subscriptions & Services

Product	Quantity	Sales Price	Total Price
300- (YEAR 1) ArbiterPay Unlimited Pricing	1.00	\$1,637.00	\$1,637.00

Year 1

Year 1 Start Date	7/1/2024	Year 1 Total	\$1,637.00
Year 1 End Date	6/30/2025	Year 1 Payment Due	7/31/2024

Contract Total

Subtotal	\$1,637.00
Total Discount	\$0.00
Grand Total	\$1,637.00

ArbiterPay Purchases ONLY

The following only pertains to those purchasing ArbiterPay or ArbiterPay Unlimited.

Follow the below instructions to fund your ArbiterPay account. Please, DO NOT send checks, intended to fund your ArbiterPay account, directly to ArbiterSports. Failure to follow the below will result in your ArbiterPay Trust account not being funded and your ability to process payments will be unavailable.



The Only One That's All In One

Where to send the check and completed deposit slip:

Via USPS:

Cache Valley Bank Trustee
FBO Arbiter Pay Deposits
PO Box 3224
Logan, UT 84323

Via Non-USPS carrier:

Cache Valley Bank Trustee
FBO Arbiter Pay Deposits
101 North Main
Logan, UT 84321

Terms & Conditions

Standard Conditions:

1. This Subscription Order Form is governed by ArbiterSports website's standard Terms and Conditions ("Terms and Conditions") <https://www.arbitersports.com/terms-and-conditions/>, if Customer is subscribing to ArbiterPay, by ArbiterSports' standard Payor Agreement for ArbiterPay Users (the "ArbiterPay Agreement") <https://www.arbiterpay.com/s/Payor-Agreement-20210510.pdf> (if applicable), each incorporated herein by reference.
2. In the event of any conflict or inconsistency between the Special Instructions or Standard Conditions of this Subscription Order Form and any provisions of the Terms and Conditions or the ArbiterPay Agreement, this Subscription Order Form shall govern and control.
3. Notwithstanding any provision of the Terms and Condition or the ArbiterPay Agreement, upon a material breach by ArbiterSports which is not cured within 30 days following receipt of written notice, Customer may terminate its subscription and receive the prorated amount paid by Customer for the applicable year.
4. The Terms and Conditions and the ArbiterPay Agreement (if applicable), together with this Subscription Order Form, represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.
5. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.
6. **CUSTOMER MUST PROVIDE ARBITERSPORTS WITH VALID AUTOMATED PAYMENT INFORMATION AS A CONDITION TO RECEIVE OR USE THE SERVICES. BY PROVIDING ARBITERSPORTS WITH AUTOMATED PAYMENT INFORMATION, CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S PAYMENT ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER. CUSTOMER IS RESPONSIBLE FOR AND AGREES TO UPDATE ARBITERSPORTS WITH ANY CHANGES TO CUSTOMER'S BILLING AND/OR AUTOMATED PAYMENT INFORMATION (E.G., NEW OR UPDATED CREDIT CARD, CREDIT CARD EXPIRATION DATE OR OTHER PAYMENT BANK ACCOUNT INFORMATION).**
7. **CUSTOMER AUTHORIZES ARBITERSPORTS TO CHARGE CUSTOMER'S ARBITERSPORTS ACCOUNT FOR ANY AMOUNTS ARISING FROM OR RELATING TO THE ABOVE SERVICES WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER.**
8. **UNLESS CUSTOMER NOTIFIES ARBITERSPORTS IN WRITING (INCLUDING VIA THE ABOVE ARBITERSPORTS EMAIL ADDRESS) 10 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION, CUSTOMER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TERM EQUAL TO THE LENGTH OF THE ORIGINAL TERM (FOR EXAMPLE, A TWO-YEAR TERM WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL TWO-YEAR TERM). IF ARBITERSPORTS INCREASES THE ANNUAL SUBSCRIPTION PRICE FOR ANY SERVICES, ARBITERSPORTS WILL NOTIFY CUSTOMER IN WRITING (INCLUDING VIA THE ABOVE CUSTOMER EMAIL ADDRESS) OF SUCH INCREASE AT LEAST 30 DAYS PRIOR TO THE END OF CUSTOMER'S SUBSCRIPTION. IN THE EVENT CUSTOMER DOES NOT TERMINATE, THE RENEWAL WILL BE AT THE INCREASED PRICES.**
9. I hereby authorize ArbiterSports, LLC to initiate a withdrawal from my account within ArbiterPay to pay for services as indicated. I also authorize ArbiterSports, LLC to make deposits to this account in the event that an entry is made in error. I agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice at least 10 days prior to the payment being collected.

Customer to Complete:

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form? Please fill in **YES** or **NO** here:



The Only One That's All In One

Acknowledgment and Acceptance of Terms

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

Accepted By (Legal Entity):	Accepted By (Legal Entity): ArbiterSports, LLC
Signature:	Signature:
Print Name:	Print Name: John Hopkins
Title:	Title: Chief Financial Officer (CFO)
Date:	Date:

Contract Agreement

THIS AGREEMENT made by and between **Air & Earth, Inc.** located at 10025 South Sooner Road, Oklahoma City, Oklahoma 73165 and **Stillwater Public Schools**, located at 314 S. Lewis Street, Stillwater, Oklahoma 74074, witnesses:

WHEREAS, **Air & Earth Inc.**, an Oklahoma Corporation whose personnel consist of Department of Labor licensed inspectors, management planners and project designers, shall provide services to **Stillwater Public Schools** for compliance with the 1986 Asbestos Hazard Emergency Response Act (AHERA) regulations. Services include conducting 3-Year Re-Inspections and 6-Month Periodic Surveillances. Support for the LEA to maintain the required “upkeep” (i.e. 2-Hour Awareness and Designated Personnel Trainings) shall be provided at additional fee.

ADDITIONALLY, **Air & Earth Inc.**, when asbestos-related concerns, spills, and/or abatement may be relevant to **Stillwater Public Schools**, shall provide correspondence and assistance to properly and safely handle the tasks required (i.e. Q/A air-quality monitoring for asbestos, project designing for asbestos abatement needs, etc.); the costs for these additional services rendered shall be negotiated for approval with **Stillwater Public Schools** prior to or at the time of service, depending on needs of the project.

NOW, THEREFORE, it is agreed between both parties that **Stillwater Public Schools** shall pay to **Air & Earth, Inc.** for said services, the sum of **Three Thousand Dollars (\$3,000.00)**, for the Fiscal Year July 01, 2024 through June 30, 2024.

This contract shall be governed by the laws of the State of Oklahoma.

In witness whereof, the parties hereto have set their hands this 25th day of May, 2024.

Cole Schweikhart

Air & Earth Inc.

Stillwater Public Schools

Cole Schweikhart, V-P Field Operations

Name/Title

Name/Title

State of Oklahoma)
) SS
County of Cleveland)

Before me, **Jo L. Schweikhart**, Notary Public in and for the said County and State, on this 25th day of May, 2024, personally appeared **Cole Schweikhart**, an officer of Air & Earth Inc.

In witness whereof, I have here unto set my hand and official seal the day and year last written above.

My Commission Expires: 08/25/24

Jo L. Schweikhart
Notary Public



(SEAL)

State of Oklahoma)
) SS
County of _____)

Before me, _____, Notary Public in and for the said County and State, on this ___ day of _____, _____, personally appeared _____, agent of Stillwater Public Schools.

In witness whereof, I have here unto set my hand and official seal the day and year last written above.

Notary Public

My Commission Expires: _____

(SEAL)

Board of Directors

Terry Davidson,
Chairman
Finance Director:
Comanche Schools

Sherry Durkee,
Vice Chairman
Superintendent:
Sand Springs
Schools

Dr. John Cox,
Treasurer
Superintendent:
Peggs Schools

Shelley Free,
Secretary
Superintendent:
Kiamichi Technology
Center

Jeremy Hogan,
Member
Superintendent:
Collinsville Schools

Jeff Daugherty,
Member
Superintendent:
Merritt Schools

Jason Lindley,
Member
Superintendent:
Hartshorne Schools

Executive Director

Rick Thomas

June 5, 2024

Uwe Gordon
Stillwater Public Schools
314 S. Lewis
Stillwater, OK 74074

RE: Membership Proposal Effective 07/01/2024

Dear Uwe Gordon:

We are very pleased to provide you with the attached proposal for insurance coverages with Oklahoma Schools Insurance Group (OSIG).

OSIG is not a conventional insurance program. We are a public entity in the state of Oklahoma formed by an Interlocal Agreement and made up of member public school districts. Our organization is non-profit, **member owned** and controlled by a board of your peers. Our sole mission is to serve our member schools. Our promise is to provide quality insurance coverage and superior service at stable pricing. We are pleased that 538 school districts are members of OSIG. Our membership is strong and committed.

OSIG's financial position is excellent. No other Oklahoma school insurance program can provide you with this security. Our organization is continuously growing, improving and looking for new ways to serve Oklahoma schools. The group purchasing power of OSIG and a non-profit structure provides competitive insurance rates even in tough financial times.

Included in this proposal is information on OSIG's financial condition and summaries of enhanced coverages that only OSIG provides.

For the 07/01/2024 to 7/1/2025 plan year, we are requiring the resolution to be signed by the member's Board of Education and returned to OSIG before close of business June 28, 2024 in order to bind coverage effective July 1, 2024.

Loss control, risk management services and specialized insurance coverages included in OSIG program are:

- Enhanced Property and Liability Coverage
- Cyber Liability, Crime, Pollution, School Violent Acts Protection
- Online training in many different areas for your school employees
- Loss Control Site Surveys/Safety Inspections
- Member Only Risk Management Library at osig.org
- StopIt Anonymous Incident Reporting mobile and web app

Sincerely,
OSIG Program Administration

Stillwater Public Schools
 314 S. Lewis
 Stillwater , OK 74074

This is not an invoice.

Breakdown of Insurance Cost

Annual Premium Breakdown

Property:	\$1,432,659
Boiler & Machinery:	\$6,040
Auto Physical Dmg:	\$14,572
General Liability:	\$33,210
Auto Liability:	\$44,287
Educators Legal:	\$33,210
Excess Liability:	\$25,734
Total Annual:	\$1,589,712

A 25% minimum earned premium applies.

Agent's Commission = 7.0%

Your historical billed premiums, total insured values and loss information are shown in the charts below.

Year	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total Values	\$260,715,220	\$277,784,149	\$278,574,333	\$290,499,807	\$374,779,257	\$366,505,449
Premium	\$549,531	\$585,111	\$688,491	\$853,883	\$1,005,582	\$1,495,942
Distribution		\$24,048	\$0	\$0	\$0	\$0

Number of Claims:	Insurance Cost Paid to OSIG (incl Ends):	Incurred Claims:	Loss Ratio:
81	\$5,168,407	\$4,745,879	91.82%

Your losses are considered in the calculation of the cost of your insurance. Your dedication to maintaining your property and providing safe campuses for your students and community will result in savings in the cost of your insurance.

Payment Terms

Payment of the insurance cost is due the effective date of your coverage. **A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available.** A three (3) payment plan option is available.

- Installment #1 1/3 of total due 7/1/24
- Installment #2 1/3 of total due 8/1/24
- Installment #3 1/3 of total due 9/1/24

Coverages

OSIG provides a full range of property and liability coverages with the exception of workers compensation. Crime and Cyber Liability coverages are included in pool limits.

Property

- Full Replacement Cost - Except Roofs over 15 years old and Autos, Contractors Equipment & Debris Removal Only adjusted at ACV or buildings designated as ACV or *stated value
- No Coinsurance Clause
- Exclusion - Cosmetic loss to metal roof coverings caused by hail
- Real And Personal Property- Limit Per Occurrence \$1,000,000,000
- Building - Margin Clause 125% of scheduled limits per statement of value
- Business Personal Property - blanket coverage per statement of values including:
 - Electronic Data Processing Equipment, and Media
 - Accounts Receivable
 - Valuable Papers
 - Fine Arts
 - Miscellaneous Property
 - Miscellaneous Unnamed / Undescribed Property
 - Builder's Risk
 - *Note All Builder's Risk projects must be reported to OSIG - Frame projects are subject to approval
 - Outdoor Property - covered all perils
 - Extra Expense
 - Business Income including Rental Income and Tuition Income
 - Ordinance or Law including Increased Cost of Construction and Demolition
 - Contractor's Equipment Coverage
 - Debris Removal Coverage
 - Covered Property In Transit
 - Personal Property of Others/Officers/Employees
 - Off Premises Services Interruption including Extra Expense
 - Vehicle Damage
- Newly Acquired Property Coverage - 120 days \$25,000,000
- Earthquake, Volcanic Eruption- Aggregate Any One Policy Year \$10,000,000
- Flood- Aggregate Any One Policy Year \$25,000,000
 - *Note Flood Zones A and V are excluded
- Terrorism \$500,000,000
- Pollution Liability included
- Boiler And Machinery Coverage- Any One Occurrence \$200,000,000

Please refer to the attached property and automobile schedules for your school district's limits of insurance for Building, Contents, Extra Expense, Miscellaneous Property, EDP, Earthquake, Flood and Automobile Physical Damage coverage.

Deductibles Optional increased deductible quotations are available upon request.

- \$100,000 Property Deductible Per Occurrence
- \$100,000 Property Deductible Per Occurrence- Windstorm / Hail
- \$1,000 Boiler / Machinery Deductible per Occurrence
- \$10,000 Terrorism Deductible Per Occurrence
- \$50,000 Flood, Earthquake and Pollution

General Liability

- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury, Property Damage And Personal / Advertising Injury
- Premises / Operations And Products / Completed Operations
- Miscellaneous Medical Professional to Include School Nurses, Student Nurses, Counselors and Allied Health Programs
- Insureds Include District, Board Members, Employees, Student Teachers, And Volunteers
- No Exclusions for Corporal Punishment or Sexual Misconduct
- No Deductible
- PTA/PTO's included for coverage if funds flow through school's books.

School Board Legal Liability

- Claims-Made Form
- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Errors And Omissions Liability including Educational Errors And Omissions
- Employment Practices Liability
- Insureds Include District, Board Members, Employees, Student Teachers, and Volunteers
- *Unlimited Prior Acts / No retroactive date included
- \$25,000 legal costs for IEP administrative hearings
- \$5,000 Deductible
- *Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Employee Benefit Liability

- Claims Made Form
- Unlimited Prior Acts / No retroactive date included
- *Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Automobile Liability

- \$1,000,000 Limit Per Occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury And Property Damage
- Includes Hired and Non-Owned Exposures
- Includes Uninsured and Underinsured Motorists (Oklahoma Minimum Limits)
- Insureds Include District, Board Members, Employees, Student Teachers, and Volunteers
- Coverage included for garage liability and garage keepers legal liability.
- \$1,000 Auto Property Damage Deductible
- No charge for vehicles added/deleted during the policy term. Vehicle changes must be reported to OSIG.

Automobile Physical Damage

- Actual Cash Value
- \$1,000 Deductible
- Vehicle additions / deletions / changes must be reported to OSIG
- No charge for vehicles added/deleted during the policy term.
- Please refer to the attached schedule of vehicles.

Crime

- \$10,000 Limit Per Occurrence / Per District
- Employee Dishonesty
- Premises Money And Securities
- Transit Money And Securities
- \$1,000 Deductible

Cyber Liability

- Claims-Made Form
- Retro date - first effective date with OSIG
- Liability
 - \$2,000,000 Annual Aggregate Limit for Information Data and Network Liability
 - \$2,000,000 Annual Aggregate for Regulatory Defense and Penalties
 - \$2,000,000 Annual Aggregate for Payment Card Liability and Costs
 - \$2,000,000 Annual Aggregate for Media Liability
- Breach Response Cost
 - \$500,000 Annual Aggregate for Breach Response Cost
- First Party
 - \$750,000 Annual Aggregate for Cyber Extortion Loss
 - \$750,000 Annual Aggregate for Data Recovery Costs
 - \$750,000 Annual Aggregate for Business Interruption Resulting in Security Breach
 - \$500,000 Annual Aggregate for Business Interruption Resulting in System Failure
 - \$750,000 Annual Aggregate for Dependent Business Interruption Resulting in Security Breach
 - \$100,000 Annual Aggregate for Dependent Business Interruption Resulting in System Failure
- eCRIME
 - \$75,000 Annual Aggregate for Fraudulent Instruction
 - \$75,000 Annual Aggregate for Funds Transfer Fraud
 - \$75,000 Annual Aggregate for Telephone Fraud
- Coverage Endorsements
 - \$100,000 Annual Aggregate for Reputation Loss
 - \$50,000 Annual Aggregate for Claims Preparation Costs for Reputation Loss Claims Only
 - \$100,000 Annual Aggregate for Computer Hardware Replacement Costs
 - \$100,000 Annual Aggregate for Invoice Manipulation
 - \$25,000 Annual Aggregate for Cryptojacking
- \$10,000 Deductible

Deadly Weapon Protection

- Claims Made Form
- \$500,000 Limit Per Occurrence
- \$2,500,000 Annual Aggregate
- \$10,000 Deductible
- Must notify OSIG within 90 days of receiving notice of a covered accident

Excess Liability

- Excess Primary Limits \$4,000,000
- Follow Form Underlying - Excluding Employers Liability

Note: Per Occurrence Limits are shared limits except as otherwise indicated.

Property Schedule

Report Printed: 06/05/2024 03:25 am

Stillwater Public Schools

Location	Occupied As	Bldg Value	Contents Val
1101 W. Lakeview Dr	Homeless Liaison Storage Unit 1 (Contents Only)	\$0	\$5,618
1211 N Washington	Fence	\$59,272	\$0
1211 N Washington	Flagpole	\$3,739	\$0
1211 N Washington	Marquee Sign	\$7,180	\$0
1211 N Washington	New Will Rogers Elementary	\$23,449,881	\$2,966,241
1211 N Washington	Playground	\$52,360	\$0
1211 N Washington	S/B 45 lights	\$65,000	\$0
1224 N Husband	Art Building	\$1,094,201	\$126,646
1224 N Husband	Artificial Turf @ Football field	\$1,186,292	
1224 N Husband	Athletic Training Center	\$2,392,914	\$394,463
1224 N Husband	City Gym	\$6,261,607	\$626,161
1224 N Husband	Gym (West)	\$1,994,925	\$329,454
1224 N Husband	High School	\$28,754,744	\$4,059,418
1224 N Husband	Lights & Poles @ Pioneer Stadium	\$807,848	
1224 N Husband	Main Gym	\$15,400,826	\$1,947,296
1224 N Husband	Multi Purpose Building	\$1,379,683	\$215,986
1224 N Husband	Multipurpose Facility-Track System	\$739,746	\$73,975
1224 N Husband	Parking Lot Lights	\$89,758	
1224 N Husband	Performing Arts Center	\$24,140,849	\$3,268,811
1224 N Husband	Pioneer Stadium	\$13,958,993	\$5,465,272
1224 N Husband	Pioneer Stadium Fencing	\$70,780	\$0
1224 N Husband	Portable Building	\$89,763	\$31,120
1224 N Husband	Portable Building	\$89,763	\$31,120
1224 N Husband	Wrestling Gym	\$1,478,183	\$245,173
1402 E Sunrise	Fence	\$14,361	
1402 E Sunrise	Light Poles	\$12,563	
1402 E Sunrise	Marquee Sign	\$8,303	
1402 E Sunrise	Playground	\$52,360	
1402 E Sunrise	Skyline Elementary	\$19,217,673	\$2,301,637
148 N Dury	Greenhouse (No Contents)	\$136,150	\$0
148 N Dury	Husbandry/Show Barn	\$1,537,577	\$153,758
148 N Dury	Vo-Ag Classrooms	\$576,634	\$57,663
148 N Dury	Vo-Ag Facility	\$4,409,912	\$440,991
1900 N. Skyline	Concession Stand	\$107,103	\$9,281
1900 N. Skyline	Football Bleachers	\$83,778	
1900 N. Skyline	Football Lights & Poles	\$116,694	
1900 N. Skyline	Football Scoreboard	\$8,898	
1900 N. Skyline	Junior High	\$31,812,990	\$3,181,299
1900 N. Skyline	Junior High Field House	\$1,142,195	\$191,000
1900 N. Skyline	Marquee Sign	\$7,185	
1900 N. Skyline	Track & Field Improvements & Aux Structures	\$2,244,024	\$227,582
201 W. Richmond	Fence	\$14,361	
201 W. Richmond	Flagpole	\$3,739	
201 W. Richmond	Light Poles	\$8,976	
201 W. Richmond	Marquee Sign	\$7,180	
201 W. Richmond	Playground	\$52,360	
201 W. Richmond	Richmond Elementary Building	\$12,644,856	\$1,294,379
201 W. Richmond	Shade Shelter (2)	\$7,142	
215 E. 12th St	Fence	\$17,954	
215 E. 12th St	Lincoln Academy	\$4,685,530	\$778,578
215 E. 12th St	Lincoln Academy Flag Pole	\$2,949	\$0
2200 S Sangre Road	Flagpole	\$3,739	

Stillwater Public Schools

Location	Occupied As	Bldg Value	Contents Val
2200 S Sangre Road	Light Poles	\$35,905	
2200 S Sangre Road	Marquee Sign	\$7,180	
2200 S Sangre Road	Middle School	\$31,062,690	\$3,106,269
2200 S Sangre Road	Middle School Gym	\$2,305,920	\$302,436
2305 E 6th Ave Unit	Homeless Liaison Storage Unit 2 (Contents Only)	\$0	\$11,235
2500 S Sangre Rd	Baseball Backstop	\$5,235	
2500 S Sangre Rd	Fence	\$14,361	
2500 S Sangre Rd	Flagpole	\$3,739	
2500 S Sangre Rd	Gazebo	\$4,487	
2500 S Sangre Rd	Light Poles	\$8,976	
2500 S Sangre Rd	Marquee Sign	\$7,180	
2500 S Sangre Rd	Playground Turf & Equipment	\$100,000	
2500 S Sangre Rd	Portable Building	\$89,788	\$31,120
2500 S Sangre Rd	Sangre Ridge Elementary School	\$20,726,012	\$2,072,601
310 S Drury	Science Classrooms/Nature Trail (No Contents)	\$224,138	\$0
314 S. Lewis	Administration Center	\$4,842,230	\$484,223
314 S. Lewis	Flagpole	\$3,739	
314 S. Lewis	Parking Lot Lights (8)	\$31,596	
400 S Drury	Flagpole	\$2,739	
400 S Drury	New Highland Park Elementary	\$25,116,000	\$3,286,924
400 S Drury	Parking Lot Lights (19)	\$32,858	
400 S Drury	Playground (2)	\$61,609	
5005 N Perkins Roa	Maintenance, Technology, & Transportation Dept	\$5,442,018	\$760,794
5005-5021 N Perkin	Flagpole	\$2,739	
5005-5021 N Perkin	Maintenance, Technology, & Transportation Dept	\$5,227,476	\$606,093
5005-5021 N Perkin	Parking Lot Lights (4)	\$6,571	
502 S Kings St	Fence	\$8,976	
502 S Kings St	Flagpole	\$3,739	
502 S Kings St	Marquee Sign	\$7,180	
502 S Kings St	Open Pavillion (2)	\$27,078	
502 S Kings St	Playground (2)	\$406,916	\$0
502 S Kings St	Westwood Elementary	\$22,257,257	\$2,225,726
800 E Alcott	Infield Synthetic Turf	\$746,550	\$0
800 E Alcott	Infield Synthetic Turf Softball	\$300,965	\$0
802 E Alcott	Entry Gate	\$5,618	\$0
802 E Alcott	Fencing	\$16,852	\$0
808 E Alcott	Baseball Field Bleachers	\$28,427	
808 E Alcott	Baseball Field Lights & Poles	\$116,694	
808 E Alcott	Baseball Field Scoreboard	\$26,929	
808 E Alcott	Dugouts w/Fencing	\$74,799	
808 E Alcott	Fence	\$71,561	
808 E Alcott	Press Box	\$74,799	\$15,178
808 E Alcott	Restroom/Dressing Rooms	\$149,603	\$30,362
808 E Alcott	Restrooms/Press Box	\$17,951	\$3,179
808 E Alcott	Scoreboard	\$22,441	
808 E Alcott	Softball Field Bleachers	\$22,470	
808 E Alcott	Softball Field Lights & Poles	\$450,000	
808 E Alcott	Softball Field Scoreboard	\$17,954	
N. Boomer & W. Fra	1405-1529 Cimarron Plaza (Liability Only)	\$0	\$0
N. Boomer & W. Fra	308 Franklin (Liability Only)	\$0	\$0
N. Boomer & W. Fra	DRO-1581-1595 Cimarron Plaza	\$150,000	\$0
N. Boomer & W. Fra	DRO-1608-1736 Cimarron Plaza	\$578,550	\$0
N. Boomer & W. Fra	DRO-1626-1688 Cimarron Plaza	\$147,000	\$0
		<u>\$323,600,988</u>	<u>\$41,359,062</u>

Floater Limi \$2,717,400
 EDP Limit: \$2,000,000
 Extra Expense Limit \$1,000,000

Auto Values: \$3,771,910
 Total Values: \$374,449,360

Auto Schedule

Report Printed: 06/05/2024 03:25 am

Stillwater Public Schools

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
1	2007	International	School Bus	65	4DRBUAFNX7B485439	\$25,000
2	2007	International	School Bus	65	4DRBUAFN37B485444	\$25,000
3	2007	International	School Bus	65	4DRBUAFN87B485441	\$25,000
4	2007	International	School Bus	65	4DRBUAFN67B485440	\$25,000
5	2007	International	School Bus	65	4DRBUSKN18B645446	\$25,000
6	2007	International	School Bus	14	4DRAPAFK87A485843	\$25,000
7	2006	Bluebird	School Bus	46	1BABNBKAX6F235727	\$30,000
8	2006	Bluebird	School Bus	46	1BABNBKA16F235728	\$30,000
9	2004	International	Box Truck		1HTMMAAMX4H596693	\$1,000
10	2007	Chevy	Truck		3GCEC14V37G165426	\$5,000
11	2007	Chevy	Truck		3GCEC14V57G163807	\$5,000
12	2007	Chevy	Truck		3GCEC14V57G163158	\$5,000
13	2007	Chevy	Truck		3GCEC14V57G163161	\$5,000
14	2007	Chevy	Cargo Van	4	1GCFG15T271113807	\$5,000
15	2007	Chevy	Truck		1GCEC19V67Z147530	\$5,000
16	2007	Chevy	Truck		1GCHC24U27E126814	\$5,000
17	2007	Chevy	Truck		1GCHC24V07E128609	\$5,000
18	2007	Chevy	Truck		1GCHC24U77E128199	\$5,000
19	2007	Chevy	Truck		1GBJC34U67E130473	\$5,000
20	2007	International	School Bus	65	4DRBUAFN57B485445	\$25,000
21	2008	Ford	Expedition	8	1FMFK155X8LA51171	\$5,000
22	2000	Thomas	School Bus	46	1T7HT4B29Y1084361	\$12,000
23	2009	International	School Bus	65	4DRBUSKN99B696906	\$25,000
24	2004	International	School Bus	65	4DRBRBN84B966471	\$6,000
25	2004	International	School Bus	65	4DRBRABNX4B966469	\$6,000
26	2009	International	School Bus	65	4DRBUSKN29B696908	\$25,000
27	2009	International	School Bus	65	4DRBUSKN49B696909	\$25,000
28	2008	International	School Bus	71	4DRBUSKN18B645446	\$25,000
29	2009	International	School Bus	65	4DRBUSKN09B696907	\$25,000
30	2013	Chevy	Impala		2G1WF5E37D1157648	\$5,000
31	2013	Ford	Expedition	8	1FMJK1F5XDEF09220	\$12,000
32	2008	International	School Bus	71	4DRBUSKN38B645447	\$25,000
33	2009	International	School Bus	16	4DRAPSKK49B696904	\$25,000
34	2014	Ford	E150 Cargo Van	4	1FTNE1EW5EDA03941	\$15,000
35	2014	Ford	E150 Cargo Van	4	1FTNE1EW7EDA03942	\$15,000
36	2014	Ford	Expedition	8	1FMJK1F50EEF07610	\$14,600
37	2014	Ford	Expedition	8	1FMJK1F52EEF07611	\$14,600
38	2014	Ford	F250		1FT7W2A61EEA60732	\$20,000
39	2014	Ford	F250		1FT7WZA61EEA60733	\$20,000
40	2014	International	School Bus	16	4DRNZSKK7EB348715	\$40,000
41	2014	Dodge	Caravan	10	2C4RDGBG5ER181155	\$9,475
42	2014	International	School Bus	65	4DRBUSKN6EB015840	\$40,000
43	2014	International	School Bus	65	4DRBUSKN8EB015841	\$40,000
44	2014	International	School Bus	65	4DRBUSKNXEB015842	\$40,000
45	2013	Ford	F150		1FTMF1CM2DKF98901	\$15,000
46	1997	Semi	Trailer		1KKVE5123VL108600	\$10,000
47	2016	Ford	F250 Truck		1FT8W3D65GEA59706	\$24,000
48	2016	Ford	F250 Truck		1FT7W2B62GEA59705	\$30,000
49	2016	Bluebird	School Bus	65	1BAKFCA5GF323727	\$75,000
50	2016	Bluebird	School Bus	65	1BAKFCA3GF323726	\$75,000
51	2016	Bluebird	School Bus	65	1BAKFCA1CF323725	\$75,000
52	2016	Ford	Cargo Van	4	1FTYR2YM3GKA01492	\$21,000

Stillwater Public Schools

Vehicle No	Year	Make	Model	Capacity	VIN	Actual Value
53	2016	Bluebird	School Bus	46	1BABNBCA1GF32D1959	\$146,000
54	2017	Bluebird	Bus	53	1BAKCCPAXHF326746	\$100,000
55	2016	Ford	Expedition		1FMJK1FT8GEF08912	\$22,000
56	2016	Ford	Truck		1FTMF1C83GKR59249	\$20,000
57	2016	Chevy	Mini Bus	41	1GB6GUBG1G1193369	\$60,000
58	2018	Bluebird	Bus	65	1BAKFCA4JF336976	\$83,000
59	2018	Bluebird	Bus	65	1BAKFCA2JF336975	\$83,000
60	2018	Bluebird	Bus	65	1BAKFCSAOKF34669	\$79,000
61	2018	Bluebird	Bus	65	1BAKFCSA7KF346670	\$79,000
62	2018	Chevy	Silverado Truck		1GCNCNEH6JZ119709	\$21,000
63	2018	Chevy	Silverado Truck		1GCNCNEH8JZ120327	\$21,000
64	2018	Chevy	Silverado Truck		1GCNCNEH5JZ118969	\$21,000
65	2018	Ford	Cargo Van	4	1FTBW3UM8JKA32741	\$32,000
66	2008	International	Bus	71	4DRBUSKNX8B645445	\$25,000
67	2016	Ford	Transit Van	12	NM0GS9F76G1239345	\$21,000
68	2018	Ford	Expedition		1FMJK1FT6JEA25829	\$30,661
69	2018	Ford	Expedition		1FMJK1FT2JEA25830	\$30,661
70	2019	Ford	F250 Pickup		1FTTW2BT5KEC35175	\$39,000
71	2019	Thomas	Bus	77	4UZABRFC7KCJZ4026	\$81,870
72	2020	Bluebird	Bus	65	1BAKFCSA7LF363521	\$80,388
73	2021	Bluebird	Bus	65	1BAKFCSA9MF370536	\$87,188
74	2021	Bluebird	Bus	65	1BAKFCSA0MF370537	\$87,188
75	2020	Chevy	Minitour Lift Bus	18	1HA6GUBG3LN005106	\$63,313
76	2021	Bluebird	Bus	71	1BAKGCSA8MF371183	\$89,839
77	2021	Chevy	Silverado		1GB3WRE70MF238556	\$32,000
78	2022	Bluebird	Bus	46	1BABNB6A1NF381992	\$164,867
79	2021	Ford	Expedition		1FMJU1HT1MEA59396	\$44,907
80	2021	Chevy	Silverado Pickup		1GCRWAEH8MZ415174	\$26,629
81	2023	International	Bus	65	4DRBUC8N7PB457820	\$89,175
82	2023	International	Bus	65	4DRBUC8N9PB457821	\$89,175
83	2023	International	Bus	65	4DRBUC8N0PB457822	\$89,175
84	2023	International	Bus	65	4DRBUC827PB457823	\$89,175
85	2022	Chevy	Silverado w/lift gate		1GCOWLE77NF229463	\$31,192
86	2004	International	Bus	5	4DRBRABN84B966468	\$30,000
87	1995	Jackson	16' Flat Bed Trailer		1J9FS629S1033535	\$5,000
88	2008	Gooseneck	Trailer		5TNLG202481000390	\$5,000
89	2006	4 Star	Aluminum Stock Trailer		4FKPG202060026856	\$5,000
90	2018	Fellin	18' Tilt Bed Car Hauler Tr		5FTEH1621E1001372	\$5,000
91	2009	Oilinghouse	82"X18' 2-axle CH trailer		1Z9BF182291088782	\$5,000
92	2023	Chevy	Silverado 1500		1GCRAAED9PZ138129	\$37,613
93	2023	Chevy	Silverado		1GCRAAED4PZ123618	\$36,978
94	2023	Chevy	Traverse		1GNERHKW5PJ173312	\$42,924
95	2024	International	Bus	65	4DRBUC8N0RB625445	\$96,726
96	2024	International	Bus	65	4DRBUC8N4RB625447	\$96,726
97	2024	International	Bus	65	4DRBUC8N2RB625446	\$96,726
98	2024	Thomas	Bus	23	4UZABPFC4RCUG5439	\$104,139
99	2018	International	Box Truck	2	1HTMMMML7JH096460	\$45,000

Total Value of All Autos for Stillwater Public Schools: \$3,771,910

Overview

Background

The Oklahoma Schools Insurance Group (OSIG) is a public entity of the State of Oklahoma, formed as an Interlocal Agreement in accordance with 74 O.S. 1004(f), for the purpose of joining together a group of Oklahoma public school districts. OSIG will allow member districts to more efficiently and more economically obtain and manage their insurance programs.

OSIG obtained approval to operate from the Oklahoma Attorney General on June 28, 2001. Effective July 1, 2002, OSIG began full operation by providing its member districts with **broad insurance coverage through "A" rated insurance carriers and professional risk management services**. Over the past 22 years, OSIG's membership has grown to 538 and the program insures more than \$28.5 Billion in school property across Oklahoma.

Structure

OSIG is a non-profit, member-owned, public entity program whose management is completely controlled by a Board of your peers.

"The mission of Oklahoma Schools Insurance Group (OSIG) is to provide quality, cost effective risk management products and services to member schools".

The group purchases insurance and reinsurance from "A" rated carriers. OSIG's insurance providers are long term partners and committed to OSIG and Oklahoma schools.

OSIG has contracted with Arthur J. Gallagher Risk Management Services, Inc in Tulsa to administer the program. Gallagher is one of the largest insurance brokers in the world and manages programs similar to OSIG across the country.

It is important to know that the insurance coverage provided by OSIG was specifically tailored to meet the needs of Oklahoma schools. The coverage is what you need to protect your schools' property, your students, and patrons.

The strength of the liability portion of OSIG's offering is also important during these tough times. The program is backed by the foremost specialist in school liability insurance in the country. United Educators Insurance Company is second to none.

Losses are a part of life. Only OSIG has the collective strength and staying power to provide the protections you need. By remaining together as a group, OSIG will be able to continue to provide you with the quality, fair-priced insurance and risk management services you need to protect your schools' assets, your board, your staff and most importantly your children.

Financial Strength

OSIG is financially strong and we have the funds (cash) we need to pay your claims. OSIG has returned more than \$9 million to our members over the years as distributions. Surplus at year ended 6/30/23 was more than \$6.4 million and our assets were more than \$46.7 million.

We believe in complete transparency. We submit to an annual financial audit each year end and share the operating results at our annual members meeting held each year.

The financial condition of an insurance group should be of utmost importance to you when choosing an insurance partner for your district.

<i>Statement of Net Assets</i>	
<i>As of 6/30/23</i>	
Cash	\$ 37,364,915
Other Assets	\$ 9,417,966
Total Assets	\$ 46,782,881
<hr/>	
Total Liabilities	\$ 40,333,906
Total Net Assets/Surplus	\$ 6,448,975

We urge you to obtain and review audited financial statements from every insurance provider that may offer your school district a quote. Financial statements are required by law and can be obtained at www.ok.gov/oid. Your school's auditor can help in analyzing the statements.

Important Plan Information

It is important to understand that OSIG is not an insurance company, but rather a non-profit, cooperative risk management program owned and directed by Oklahoma Schools. Its mission is to reduce insurance costs and stabilize rates by aggregating purchasing power with an intense focus on controlling member losses. When losses are controlled, OSIG's member schools retain the underwriting profit and investment income thereby increasing fund reserves for future years. OSIG purchases per occurrence and liability aggregate protection for its member schools. The per occurrence insurance protects member schools up to \$1,000,000,000 for property losses and \$1,000,000 for liability claims in each and every occurrence subject to a \$10M annual aggregate limit. The aggregate insurance protection is purchased in the unlikely event that sum total of all OSIG losses are significantly more than actuarially projected. Additional excess liability limits are available for members requiring higher limits.

This proposal is an outline of the coverages proposed by insurers based on the information provided by your school district. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. Please refer to the plan document for the details.

Actuarial Review

An independent actuary has been retained by OSIG to make projections as to anticipated claims and losses the program should expect on an annual basis. The OSIG actuary has relied on the historical loss experience and exposures provided to OSIG by the member **school districts to make projections of OSIG's expected losses. OSIG adequately funds to,** or in excess of, the expected loss projections through member contributions (insurance cost) and our own surplus.

Membership contributions are used to buy insurance, pay administrative expenses, and fund for members' claims. Similar successful programs throughout the country for schools and municipalities are protected using the same insurance structure as OSIG has deployed. As with any insurance mechanism, OSIG does not guarantee full funding in the event unimaginable losses would materialize that are many times greater than what is indicated by past history. The OSIG board is charged with developing a plan to address under funding in this unlikely event.

Procedure to Renew Coverage

Notify your agent of your acceptance of this insurance renewal proposal. Your agent will advise the OSIG administrative staff in writing that you wish to renew the insurance coverage.

The signed Resolution by the member's Board of Education and return to OSIG in order to bind coverage effective 07/01/2024.

Payment Terms

Payment of the insurance cost is due the effective date of your coverage. A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available. A three (3) payment plan option is available.

Installment #1	1/3 of total	due 7/1/24
Installment #2	1/3 of total	due 8/1/24
Installment #3	1/3 of total	due 9/1/24

A 25% minimum earned premium applies.

Risk Management And Loss Control Tools

Onsite Safety Inspections

Onsite Appraisals

StopIt Anonymous Incident Reporting Mobile App & Web App

Risk Management focused website www.osig.org

Vector Solutions - Professional Development Training Platform:

Free of charge to all members of OSIG

Online 24/7 access to training

Training modules include:

- Child Sexual Abuse Prevention Training
- School Bus Driver Training
- Safety & Compliance Training

Beazley & Lodestone Cyber Portal

Helix Intel

HSB Water & Temperature Monitoring Devices - Pilot Program

Resolution of Stillwater Public Schools to Join Oklahoma Schools Insurance Group

Whereas, Oklahoma Schools Insurance Group (“OSIG”) is an Oklahoma interlocal formed in accordance with Oklahoma law to enable Oklahoma School Districts to cooperate with each other to procure insurance services, benefits and insure against losses and possible liabilities in the most cost effective manner; and

Whereas, Stillwater Public Schools is an Oklahoma public school district (“the District”); and

Whereas, OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2024-2025 plan year; and

Whereas, the quotation is acceptable to the District;

Now, therefore be it resolved, that the District hereby joins OSIG as a Member;

Be it further resolved, that so long as the District remains as a Member, the District shall comply with OSIG’s bylaws, the Plan Document and OSIG claim reporting procedures; and

Be it further resolved, that by the adoption and signing of this resolution, Stillwater Public Schools understands and agrees that school district members are responsible for their own loss experience and will not be singly responsible for other members’ losses.

Date: _____

Stillwater Public Schools By:

Attest:

President, Board of Education

Clerk, Board of Education

Resolution of Stillwater Public Schools to Join Oklahoma Schools Insurance Group

Whereas, Oklahoma Schools Insurance Group (“OSIG”) is an Oklahoma interlocal formed in accordance with Oklahoma law to enable Oklahoma School Districts to cooperate with each other to procure insurance services, benefits and insure against losses and possible liabilities in the most cost effective manner; and

Whereas, Stillwater Public Schools is an Oklahoma public school district (“the District”); and

Whereas, OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2024-2025 plan year; and

Whereas, the quotation is acceptable to the District;

Now, therefore be it resolved, that the District hereby joins OSIG as a Member;

Be it further resolved, that so long as the District remains as a Member, the District shall comply with OSIG’s bylaws, the Plan Document and OSIG claim reporting procedures; and

Be it further resolved, that by the adoption and signing of this resolution, Stillwater Public Schools understands and agrees that school district members are responsible for their own loss experience and will not be singly responsible for other members’ losses.

Date: _____

Stillwater Public Schools By:

Attest:

President, Board of Education

Clerk, Board of Education



OSIG *Oklahoma Schools
Insurance Group*

2024

Market Update

Prepared By:
OSIG Administration Team

 918-764-7137

 osig.org



WELCOME MESSAGE

Dear OSIG Members,

As we enter our twenty-third year of serving Oklahoma schools, our aim remains steadfast: to deliver top-notch insurance coverage. Recognizing the challenges posed by recent years in the insurance market, OSIG has diligently adapted to ensure we offer the best products and pricing possible during this challenging period.

Property insurance is a vital component of our coverage, but our offerings extend far beyond that. From auto liability to cyber liability, flood, and beyond, we provide a comprehensive range of insurance solutions tailored to the unique needs of school districts.

What sets us apart is our member-owned risk pool program. Governed by a board of active school representatives, OSIG ensures decisions are made with firsthand knowledge of school challenges. As a nonprofit, we're exempt from State and Federal Income Tax, allowing us to focus solely on delivering cost-effective solutions to our members.

Additionally, we're proud to offer various risk management platforms at no extra cost. These include Vector Solutions, STOPit Bullying Prevention Reporting App, Beasley Cyber Portal, HSB water and temperature devices, Helixintel asset management system, onsite safety inspections, and onsite appraisal services.

We remain committed to evolving alongside market conditions and continually enhancing your insurance program to be the best in the country. Thank you for your ongoing membership—we look forward to another successful year together.

**Rick Thomas
OSIG Executive Director**

Governance by Oklahoma School Representatives

LEADERSHIP

OSIG is governed by a board composed of active Oklahoma school representatives. This ensures that decisions are made with firsthand knowledge of the challenges faced by schools in the state, allowing us to tailor our offerings to meet the specific needs of our member districts.



Rick Thomas
Executive Director



Terry Davidson
Board Chairman
Comanche Public Schools



Sherry Durkee
Board Vice Chairman
Sand Springs Public Schools



Dr. John Cox
Board Treasurer
Peggs Public Schools



Shelley Free
Board Secretary
Kiamichi Technology Ctr.



Jason Lindley
Board Member
Hartshorne Public Schools



Dr. Jeremy Hogan
Board Member
Collinsville Public Schools



Jeff Daugherty
Board Member
Merritt Public Schools

MEMBERSHIP REPORT 2023

\$28B

Total insured value

\$124M

Membership Fees

538

Members

40K

Teachers

535K

Students

15K

Vehicles

2,634

Board Members



COMPREHENSIVE COVERAGE OPTIONS

Beyond Wind & Hail



Auto
Liability



Educators
Liability



Deadly
Weapon



Earthquake



Pollution
Liability



Auto
Physical
Damage



Cyber
Liability



Property
Coverage



Equipment
Breakdown



Flood



Excess
Liability



General
Liability



Builders
Risk



Crime



Benefits
Liability

OSIG STRUCTURE



Our Member Schools Own OSIG

The members of OSIG own the risk pool.



Retained Profits

Unlike traditional insurance structure OSIG is able to ensure any underwriting profits and investment income are retained within OSIG.



Governed by Your Peers

Governed by a board of active school representatives. This ensures that decisions are made with firsthand knowledge of the challenges faces by schools.



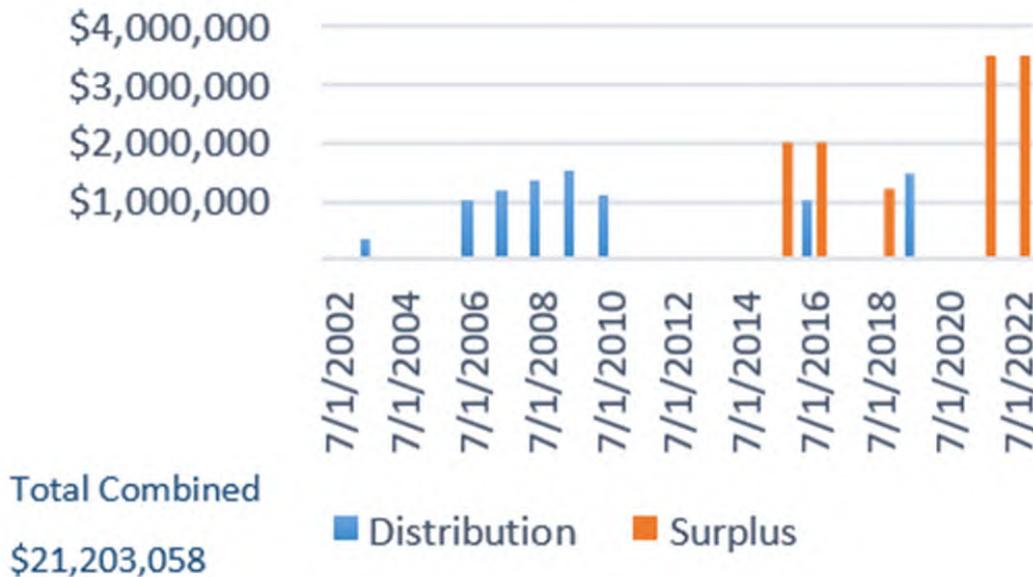
Premium Tax Exemption

As an interlocal OSIG is exempt from premium tax. This classification allows us to focus on cost effective solutions with limited tax liabilities.

Distribution & Surplus

Distribution and Surplus for OSIG Members

This graphic truly represents the most distinguished difference from OSIG compared to a standard insurance carrier. Since our members own OSIG any underwriting profits are retained within the risk pool, this allows OSIG to distribute **dividends** back to its members. Or use the **surplus** to reduce rate increases.



● Total Combined
\$21,203,058

Rate Determination, Loss Ratios & Tiered Rates

Our rates are influenced by various factors, including our tiered rate categories, which are determined by your school's loss ratio. We have three categories:

Category A: Loss ratio less than 7%. Schools in this category receive a 5% credit added to their premium.

Category B: Loss ratio between 8% and 91%. No credit or debit is applied to premiums in this category.

Category C: Loss ratio greater than 92%. Schools in this category receive a 5% debit added to their premium.



**We evaluate the loss ratio each year and the loss ratio ranges are subject to change each year.*

ADDED-VALUE SERVICES



Online Professional Development



Anonymous bullying prevention application



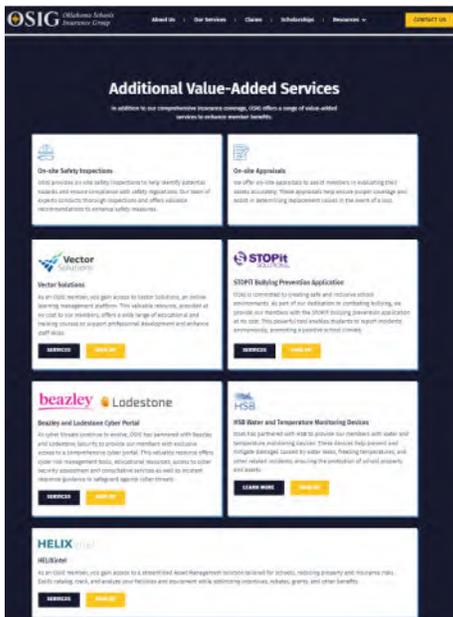
Valuable cyber risk management tools



Water & Temperature Monitoring Devices



Assest Management Platform



You can sign up at OSIG.org



Market Changes & Trends

Why was 2023 the worst property market in 50 years?

Reinsurance Market Strain

- Reinsurance market faced strain due to catastrophic events and low-interest rates.
- Tighter underwriting conditions and increased pricing were evident.
- Profit margins for reinsurers were squeezed, leading to vulnerability to losses.

Secondary Perils

- Secondary perils like wildfires, floods, and freeze events gained prominence.
- Insurers and reinsurers had to reevaluate risk models and pricing strategies.
- Increased unpredictability and interconnectedness complicated risk management efforts.

Inflation & Supply Chain Disruptions

- Rising inflation rates drove up the cost of materials and labor.
- Supply chain disruptions led to delays in obtaining essential materials.
- Higher operating expenses limited insurers' capacity to absorb losses effectively.

Impact on Personal Lines

- Increased claims frequency and severity in personal lines contributed to losses.
- Rising costs of medical care and vehicle repair strained profitability.
- Underwriting losses were observed, highlighting vulnerability in personal lines.

Capital Constraints

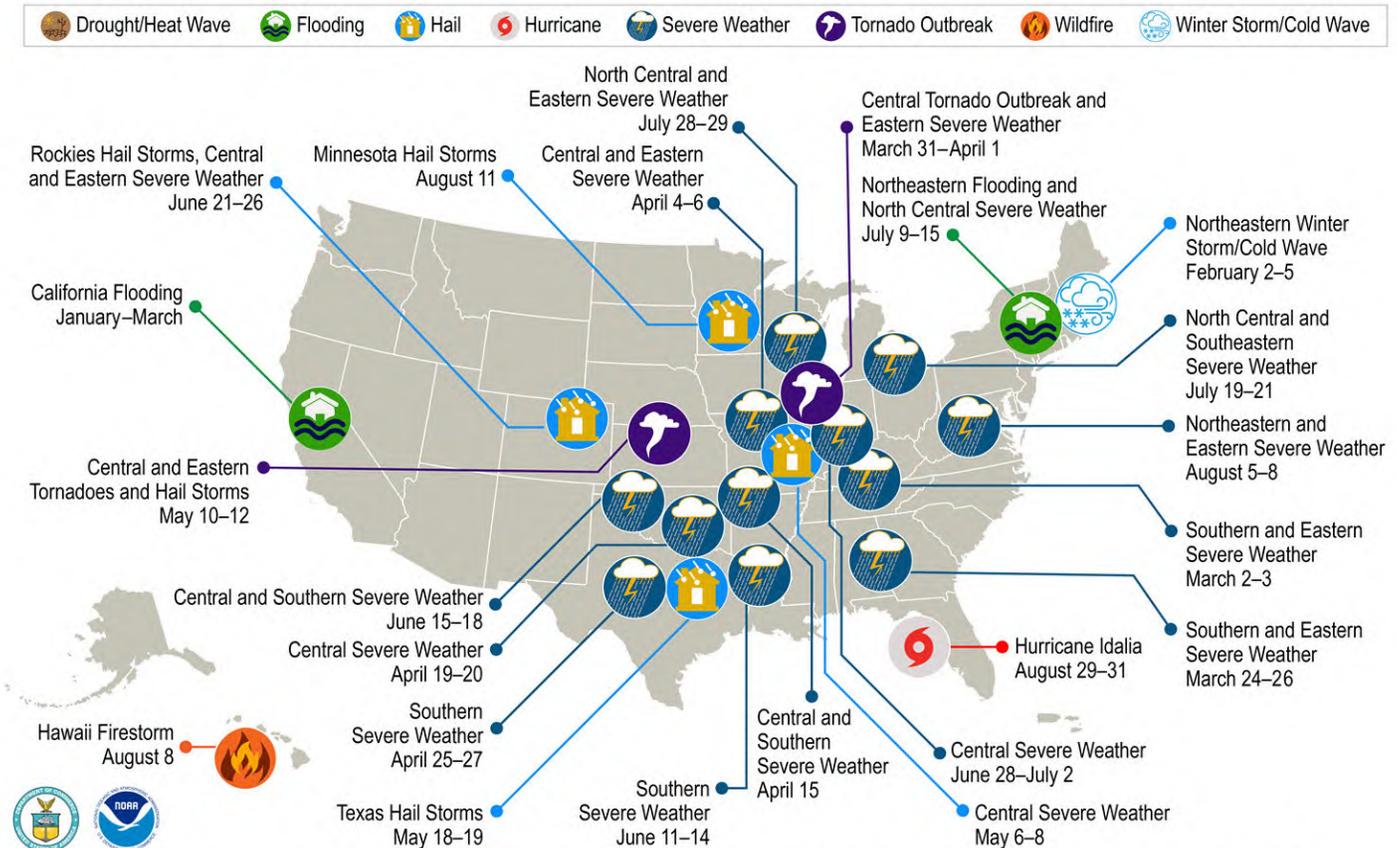
- Constraints on capital availability limited insurers' and reinsurers' operations.
- Regulatory scrutiny and rating agency pressure contributed to capital challenges.
- Market participants faced difficulties in maintaining adequate capital levels, exacerbating market instability.

Market Changes & Trends

U.S. 2023 Billion-Dollar Events



U.S. 2023 Billion-Dollar Weather and Climate Disasters



This map denotes the approximate location for each of the 23 separate billion-dollar weather and climate disasters that impacted the United States through August 2023.

Catastrophic Losses

In 2023 (as of September 11), there has been 23 confirmed weather disaster events with losses exceeding \$1B each to affect the U.S.

1980-2022 the annual average is 8.1 events.

2018-2022 annual average is 18 events.

**CPI Adjusted*

Market Changes & Trends

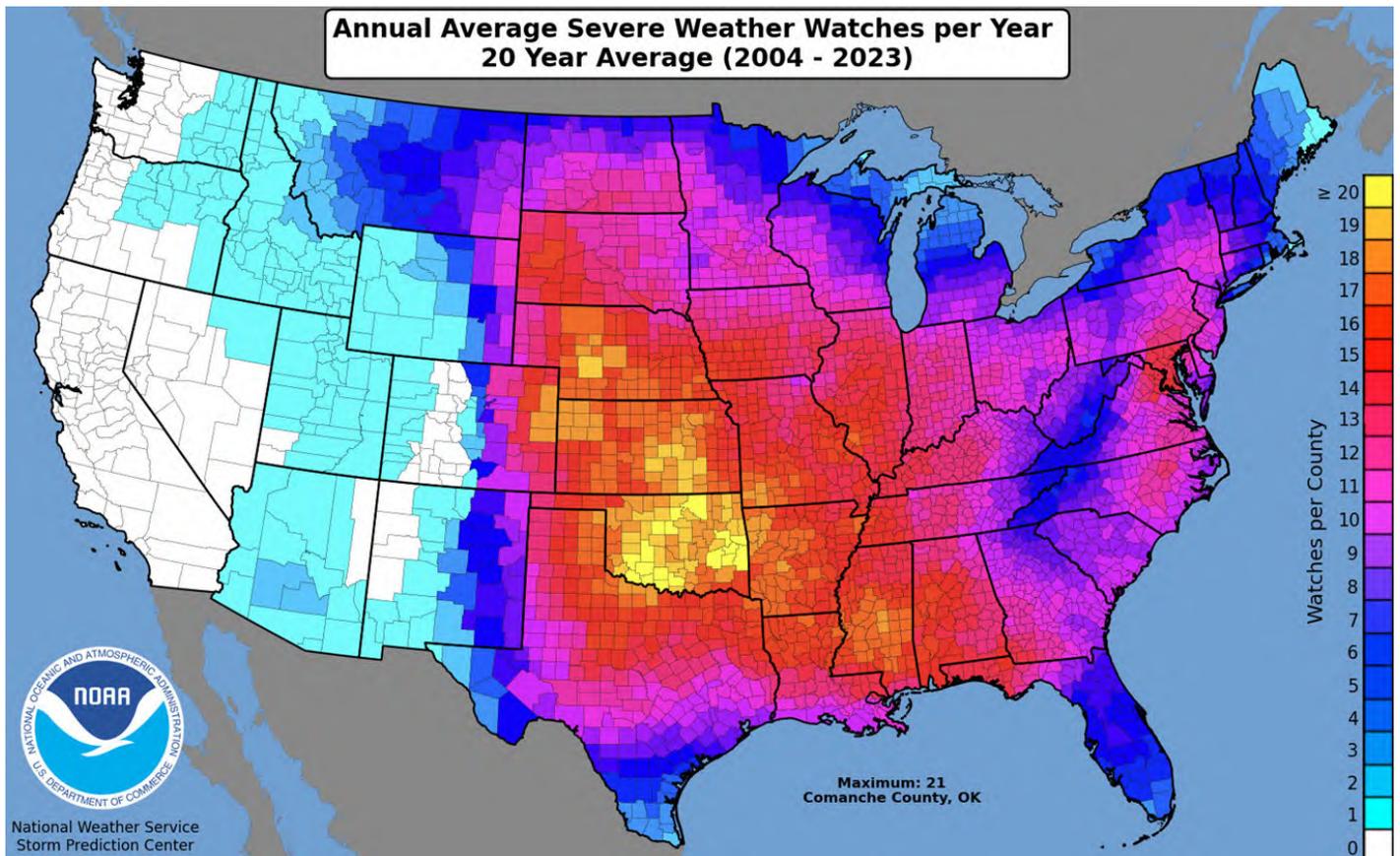
Annual Average Severe Weather Watches

Catastrophic Losses

The graphic illustrates the average number of severe weather watches per year over the past 20 years (2004 - 2023).

As depicted, most areas of Oklahoma are highlighted in yellow, indicating an average of 20 or more severe weather watches annually.

This underscores the significance of OSIG in safeguarding our state's schools. Many conventional insurance providers are unwilling to handle such risks. We've observed numerous insurers nationwide adjusting their risk tolerance due to heightened exposure.



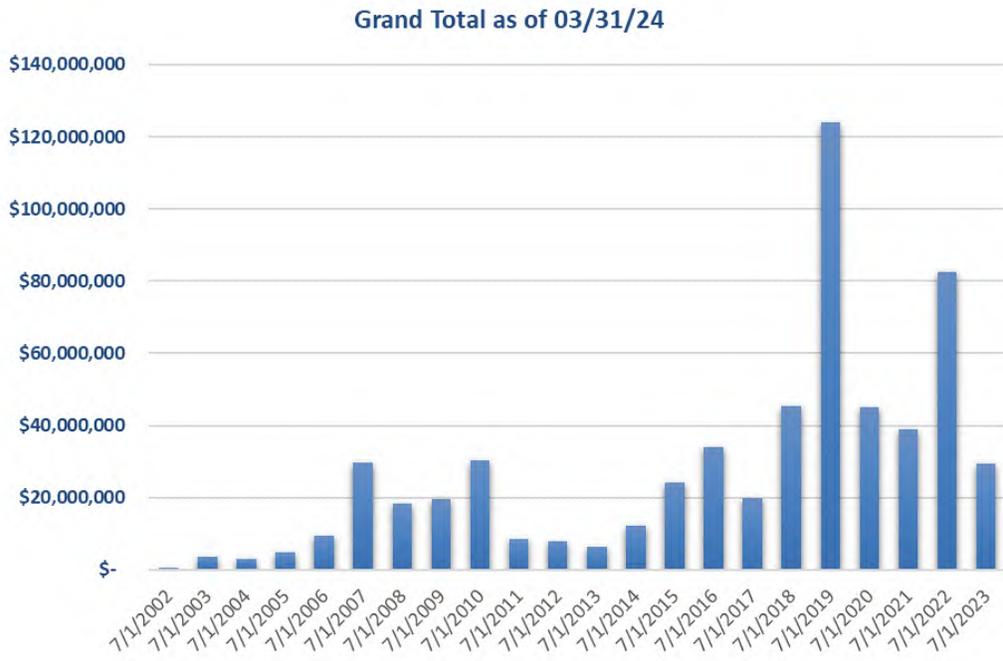
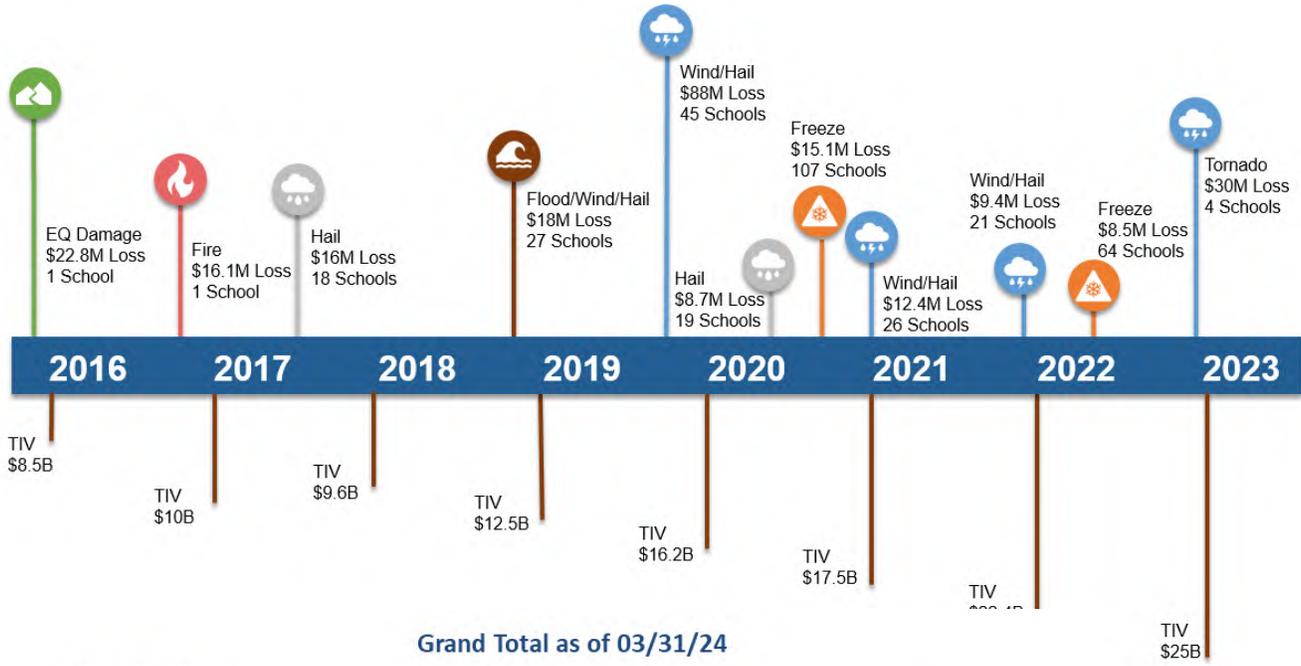
Market Changes & Trends

Total Claims Incurred \$598,000,000



OSIG's Catastrophic Losses

The graphic below represents a 6-year property loss ratio of 262%, totaling more than \$223M in reinsurance losses. It's important to note this illustration is only showing large significant losses.



Total Since Inception

Claims # 18,210
Claims \$598M

Market Changes & Trends

Additional Factors Contributing to Increases



INFLATION COST

General increase in prices and costs, leads to higher claim amounts.

PUBLIC ADJUSTERS

Third-party companies hired by members to negotiate claims, may result in higher settlement amounts.

SUPPLY CHAIN CONSTRAINS

Disruptions in availability and delivery of goods and services. Delays in repairs and replacements along with increased cost for materials and labor.

LACK OF CAPACITY

Insufficient insurance coverage or reinsurance capacity. Higher risk exposure for insurers, may lead to higher claim costs.

Market Changes & Trends

What's to come?



Market insights

CATASTROPHIC IMPACT

Elevated natural catastrophe losses and inflation led to a 102% combined ratio in 2023.

CATASTROPHE COST

Insured property catastrophe losses amounted to \$100M, despite the absence of a major North American hurricane events.

INFLATION PRESSURE

Persistent inflation exerts upward pressure on claim severity, forcing insurers to seek rate increases due to elevated claim cost.

INVESTMENT INCOME

Slight decline in the 5-year treasury in Q4, interest rates are anticipated to offer significant support for investment income.

Market Changes & Trends

Construction Cost Flattening



FM Global Construction Cost

Region	States	July 2021 to July 2022 Average	July 2022 to July 2023 Average
South	AL, FL, GA, KY, LA, MS, NC, SC, TN, VA, WV	24.7%	5.2%
South West	AZ, AR, NM, OK, TX	24.1%	5.6%
Middle West	IL, IN, IA, KS, MI, MN, MO, NE, ND, OH, SD, WI	21.4%	3.8%
Middle Atlantic	DE, DC, MD, NJ, NY, PA	20.3%	5.2%
New England	CT, ME, MA, NH, RI, VT	19.8%	6.7%
Rocky Mountain	CO, ID, MT, NV, UT, WY	22.8%	5.6%
Pacific Coast	CA, OR, WA	21.0%	4.5%
Average		22.0%	5.2%

We are entering the fifth year of our appraisal project, initiated to appraise all school buildings and structures within OSIG valued over \$250,000.

We will continue to appraise buildings every 5 years.

Understanding construction costs and the insured building value is crucial. With the OSIG Plan Document's 125% margin clause, it's essential to ensure proper insurance-to-value coverage.

For instance, if a building insured for \$1,000,000 is totally destroyed, OSIG would pay up to \$1,250,000 due to the margin clause.

While construction costs have yet to return to pre-COVID levels, we are noticing a stabilization and deceleration in year-over-year increases, indicating a leveling off in the market.

Market Expectations

Excess and Reinsurance Rates



Market Expectations

Line of Coverage	Neutral Pool Market Conditions	Impacted Pool Market Trend
Property	Flat – 15%	15-25%+
Liability	Flat – 10%	15-25%+
WC	Flat, possibly negative	5+-10%
Cyber	5+ - 10%	20%+
Employee Benefits	Flat – 5%	10 to 20%+

- **Neutral** - Classification for pools with good loss experience in geographically desirable area.
- **Impacted** - Classification for pools with negative risk profile for property and or liability located in challenged geographical area.

**Market trends for the depicted lines are as of 3/1/24 and subject to change.*

Losses other than property

FOCUS

GENERAL LIABILITY - SEXUAL ABUSE CLAIMS

- Sexual abuse claims are settling at higher amounts
- Experiencing an increase in frequency and severity
- GTCA does not apply in federal court
- Excess Coverage available for additional protection
- Vector Training: FREE 22 microlearning modules

UNDERSTANDING EMERGING CYBER THREATS

- Outcome of Phishing and Payroll Account Incidents
- Hackers are rewiring payroll accounts
- Do not use a third party for post breach services. You must use Beazley preferred providers.
- Schools without MFA are easily targeted.
- If you do not have MFA implemented, you should start immediately.



OSIG'S

RESPONSE TO MARKET CHANGES

MARGIN CLAUSE

Provides a safety net against unexpected or increased claim cost. Margin clause is currently 125%.

365 DAY NOTICE WIND/HAIL

Streamlines claims process and mitigates delays for windstorm and hail losses.

COSMETIC EXCLUSION

Mitigates risk by excluding cosmetic damage claims for metal roof coverings.

APPRAISAL VALUATIONS

Ensures correct insured - to - value ratio for school structures.

SENSOR PILOT PROGRAM

Started a pilot program with 44 schools and over 1200 sensors to help prevent water and freeze claims.

INCREASE IN DEDUCTIBLES

Increase in member deductibles to help stabilize frequency of claims.

VECTOR SOLUTIONS LMS

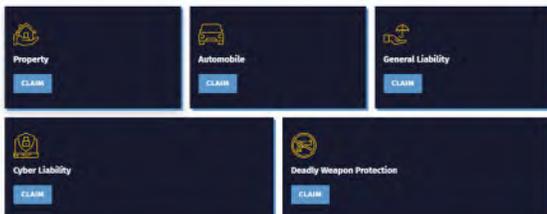
Partnered with Vector Solutions for online LMS for schools focusing on professional development training.

Steps to File a Claim



When Filing a Claim

In the event of experiencing a claim, it is crucial to promptly notify your insurance agent for immediate assistance. It is equally vital to provide your agent with detailed information regarding the loss. Your agent will then initiate the claim reporting process to OSIG on your behalf. If your agent is unavailable, you can directly report your claim to the OSIG administrative claim team. We understand the significance of quick action and comprehensive information when dealing with claims, and our dedicated team is here to support you throughout the process.



Prompt claim reporting is key in mitigating damages and also in reducing your exposure to litigation. OSIG depends on you to include all available information in an expeditious manner, as this valuable documentation will be used in defending OSIG cases.

You can file a claim at
OSIG.org



New Deductible Changes 2024-2025



1. Improved Risk Management: By increasing the deductibles, we are encouraging our Members to take on a greater portion of the risk. This incentivizes them to implement better risk management practices, such as investing in preventive measures and maintaining higher safety standards. As a result, the overall number of claims is expected to decrease significantly, leading to a more stable and predictable insurance group.

2. Financial Stability: Reducing the number of claims from 2,070 to 704 not only reduces the workload for our claims department but also ensures greater financial stability for OSIG. With fewer claims to process, we can allocate our resources more efficiently, allowing us to focus on providing better customer service and improving other areas of OSIG.

3. Cost Reduction: While the 2% savings may seem modest, it still amounts to \$13.2 million over a 10-year period. This reduction in claims expenses can be reinvested in various aspects of OSIG such as enhancing our technology infrastructure, expanding our product offerings, or even passing on some savings to our members in the form of lower premiums. Additionally, the funds saved can be invested to generate investment income, further bolstering our financial position.

4. Reinsurance Benefits: The new deductible structure also has the potential to positively impact our reinsurance costs. With a lower number of claims and reduced claim amounts, our reinsurance partners will view us as a lower-risk client. This could lead to more favorable reinsurance terms, including lower premiums and improved coverage options.

5. Member Satisfaction: While the proposed deductible minimums may initially be met with some resistance from members, it is important to emphasize the long-term benefits. By implementing these changes, we are promoting a culture of risk awareness and responsibility among our members. This not only aligns with industry best practices but also demonstrates our commitment to their longterm success. Ultimately, members who actively manage their risks and experience fewer claims will benefit from lower premiums and a stronger insurance partnership.

TIV Range	New Minimums AOP & Wind/Hail
\$0 - \$54,999,999	\$25,000
\$55,000,000 - \$144,999,999	\$50,000
\$145,000,000 <	\$100,000

OSIG Program Changes for 2024-2025



RATE CHANGE

2024-2025 Average Rate Increase:
Your rate adjustment may vary based on your loss ratio and recent appraisal.

9%

PROPERTY DEDUCTIBLES

TIV Range	New Minimums AOP & Wind/Hail
\$0 - \$54,999,999	\$25,000
\$55,000,000 - \$144,999,999	\$50,000
\$145,000,000 <	\$100,000

SEXUAL ABUSE DEDUCTIBLE

Year 1 (7/1/24 - 6/30/25):

Objective: Schools must be implemented on the Vector Solutions platform.

Sign up: You can sign up on our website at osig.org/what-we-do/

Year 2 (7/1/25 - 6/30/26):

Objective: 25% of the school faculty must complete the micro learning modules in Vector by 3/1/26.

Year 3 (7/1/26 - 6/30/27):

Objective: 75% of the school faculty must complete the micro learning modules in Vector by 3/1/27.

***Schools that do not meet the required training completion percentages will be subject to a \$100,000 sexual abuse deductible.**

Annual Deductible Determination:

The deductible for the upcoming fiscal year (starting 7/1) is determined by the training completion status as of 3/1. This policy is in place to prevent confusion regarding deductible status in case a Sexual Abuse and Molestation (SAM) claim is filed mid-term, before the 3/1 deadline.

GET IN TOUCH

Visit our new website at
OSIG.org for more information



CONTACT US :



+1-918-764-7137



OSIG.org



OSIGprogram@ajg.com



5314 S. Yale Ave., Suite 900 Tulsa, OK 74132