

NON-PAYABLE WARRANT FUNDING AGREEMENT

THIS NON-PAYABLE WARRANT FUNDING AGREEMENT (the "Agreement") is made effective the 13th day of July, 2026 (the "Effective Date"), by and between The First State Bank (the "Bank") and INDEPENDENT SCHOOL DISTRICT NO. 2 OF CIMARRON COUNTY, OKLAHOMA (the "Customer").

RECITALS:

A. The Customer maintains with the Bank checking account no. 149128 (the "Protected Account") from which it pays operating expenses in the ordinary course and a separate Non-payable Warrant account no. 107060.

B. The Customer anticipates issuing warrants drawn on the Non-payable Warrant Account which will exceed the available funds in the Protected Account and desires the Bank to fund such warrants.

C. For a limited time, the Bank is willing to cause to be funded, when presented, warrants drawn on the Non-payable Warrant Account when such exceed the available balance of the Protected Account, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Standard Procedure. Each warrant drawn on the Protected Account which is in the ordinary course presented to the Bank for payment (each a "Warrant") shall be processed by the Bank according to its standard operating procedures and the existing agreements between Bank and Customer, subject to this Agreement.

2. Funding Warrants. Commencing on July 13, 2026, and continuing through June 30, 2026, when a Non-payable Warrant is to be presented to the Bank for payment the Warrant will then be issued on the Non-payable Warrant Account and so designated as Non-payable. The Bank will cause the Non-payable Warrant to be funded through a Non-payable Warrant account so designated as Non-payable Warrants, provided that, at the time of presentment, funding of the Non-payable Warrant would not cause the Deficiency to exceed the remaining approved appropriation.

3. Registry. The Customer will register all Non-payable Warrants in the order issued, which shall accrue interest not in excess of the rate provided in Section 4 of this Agreement, all in accordance with 62 O.S. § 554.

4. Interest Accrual. Interest will accrue at the fixed rate of 4.5 percent (4.5%) per annum upon the "daily balance" of the Deficiency, which is at or below the statutory maximum rate of five percent (5%) per annum, as per Section 554 of Title 62 of the Oklahoma Statutes. The "daily balance" is calculated as follows: to each day's beginning Deficiency balance any new Deficiencies are added and any payments are subtracted. All interest shall be calculated on the actual number of days elapsed at a per diem charge based on a year consisting of 365 days.

This Agreement shall have no effect on interest earned by available funds in the Protected Account, if any.

5. Payment. While the Non-payable Warrants may be redeemed by Customer in whole or in part at any time without premium or penalty, the Customer promises to redeem the Non-payable Warrants and otherwise pay to the Bank the entire Deficiency and all interest owing thereon pursuant to this Agreement immediately when funds are available to the Customer but not later than June 30, 2027.

6. Waiver of Fees. The interest charged under this Agreement is in lieu of any fee, charge or penalty that otherwise would be due from Customer to the Bank directly as a result of there being insufficient available funds in the Non-payable Warrant Account to pay a Warrant, including without limitation "NSF" fees, overdraft charges, service charges and negative collected balance fees, all of which the Bank hereby waives.

7. Remedy. Bank shall have all remedies available by statute, common law or agreement if the Customer closes the Protected Account or fails to perform or abide by any covenant or agreement herein or under any other agreement between Bank and Customer. This Agreement imposes no additional notice or opportunity to cure obligations on the Bank.

8. Termination. After June 30, 2027, the protections afforded to the Customer under this Agreement with respect to the funding of Non-payable Warrants shall no longer be available.

9. Customer's Representations and Warranties. In order to induce Bank to enter into this Agreement, Customer hereby represents and warrants as follows:

9.1. Organization; Powers. Customer has all requisite power and authority to enter into and perform under this Agreement.

9.2. Binding Obligation. This Agreement constitutes the legal, valid, and binding obligation of Customer and is enforceable in accordance with its provisions.

10. Miscellaneous.

10.1. Time. Time is of the essence of each and every provision of this Agreement.

10.2. Modification. This Agreement may not be modified except by an instrument in writing, mutually signed by an authorized representative of Bank and an authorized representative of Customer, upon proper Board of education approval, and which specifically refers to this Agreement.

10.3. Venue. This Agreement has been made and executive in Cimarron County, Oklahoma, and shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma and before the courts of the State of Oklahoma.

10.4. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which, when executed, shall be deemed an original.

By: _____
Name: _____
Title: _____

(the "Bank")

**INDEPENDENT SCHOOL DISTRICT NO. 2
OF CIMARRON COUNTY, OKLAHOMA**

By: _____
Name: _____
Title: _____ Board President

(the "Customer")