

Newcastle Board of Education Special Meeting  
September 21, 2022 5:30 PM  
Administration Office Board Room  
101 N Main St  
Newcastle, Oklahoma 73065

1. Call to Order and Roll Call of Members.
2. Presentation by Steve Blassingame with discussion and possible action on the FY22 Financial Statement and the FY23 Estimate of Needs
3. Receive bids, consider, and award the District's \$810,000 General Obligation Combined Purpose Bonds, Series 2022, to the successful purchaser.
4. Possible consideration and vote to approve a resolution providing for the issuance of the \$810,000 General Obligation Combined Purpose Bonds, Series 2022, by Independent School District Number 1 of McClain County, Oklahoma, authorized at an election duly called and held for such purposes; prescribing form of bonds and providing for registration thereof, providing for a levy of an annual tax for payment of principal and interest on the same; approving a continuing disclosure agreement; approving and deeming final the official statement pertaining to the bonds; and fixing other details.
5. Discuss, consider and act or disapprove a Resolution approving a Lease Purchase Agreement pertaining to the acquisition and financing of improvements to school buildings and facilities; approving an Escrow and Paying Agent Agreement; approving the forms of Lease Purchase Agreement, Ground Lease Agreement, Tax Regulatory Agreement, Continuing Disclosure Agreement, and Official Statement; approving other documents and certificates related thereto; and containing other provisions related thereto.
6. Discussion and possible action regarding the MA+ Contract
7. Discussion and possible action regarding the revised ESSER III Construction Application
8. Discussion and possible action regarding FY 23 Waiver/Deregulation for Newcastle Elementary and Newcastle Middle School librarians
9. Discussion and possible action regarding Purchase Order Number 11-249 to Therapy Insync, LLC, in the amount of \$71,250.00
10. Purpose of Accounts
11. Adjournment.

This agenda was posted on the front door of the Administration Building on September 20, 2022 at 5:00pm by Darla Allen

**School District  
2022-2023 Estimate of Needs  
and  
Financial Statement of the Fiscal Year 2021-2022**

**Board of Education of Newcastle Public Schools  
District No. I-1  
County of McClain  
State of Oklahoma**

To the Excise Board of said County and State, Greetings:

Pursuant to the requirements of 68 O. S. 2001 Section 3002, we submit herewith, for your consideration the within statement of the financial condition of the Board of Education of Newcastle Public Schools, District No. I-1, County of McClain, State of Oklahoma for the fiscal year beginning July 1, 2022, and ending June 30, 2023, together with an itemized statement of the estimated Income and Probable Needs of said School District for the ensuing fiscal year. We have separately prepared, executed and submit Financial Statements for the Fiscal Year so terminated, and Estimate of Requirements for the ensuing Fiscal Year, for such Sinking Fund, if any, as pertains to this District for the Bond, Coupon, and Judgment indebtedness, if any, outstanding and unpaid as of June 30, 2023, and also for the Sinking Fund of any disorganized District whose area or the major portion thereof is now embraced within the boundaries of this District; and this Certificate is as applicable thereto as if fully embodied therein. The same have been prepared in conformity with Statute.

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than September 30 for all School Districts. One complete signed copy must be sent to the State Auditor and Inspector, 2300 N. Lincoln Blvd Room 100, Oklahoma City, OK 73105-4801 and one copy will be retained by the County Clerk. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

Prepared by: Angel, Johnston & Blasingame P.C.

Submitted to the McClain County Excise Board

This \_\_\_\_\_ Day of \_\_\_\_\_, 2022

School Board Member's Signatures

Chairman: _____	Clerk: _____
Member: _____	Member: _____
Member: _____	Member: _____
Member: _____	Member: _____
Member: _____	Member: _____
Treasurer _____	

Affidavit of Publication

State of Oklahoma, County of McClain

I, \_\_\_\_\_, the undersigned duly qualified and acting Clerk of the Board of Education of Newcastle Public Schools, School District No. I-1, County and State aforesaid, being first duly sworn according to law, hereby depose and say:

1. That I complied with 68 O. S. 2001 Section 3002, (both independent and dependent) by having the within Financial Statement and Estimate of Needs which was prepared at the time and in the manner provided by law, published as required by law, in a legally-qualified newspaper of general circulation in the district, there being no legally-qualified newspaper published in the school district, as evidenced by a copy of such published statement and estimate together with proof of publication thereof attached hereto marked Exhibit No. 1 and made a part hereof (strike inapplicable phrases).

2. That I complied with currently effective statutes, by having the Notice of Emergency Levy Election and the call for such Election on the date hereinbefore certified by the Governing Board, the Itemized Statements and the Itemized Estimate of the amount necessary for the ensuing fiscal year requiring such emergency levy for the current expense purposes as prepared by the Board of Education duly published or posted, as the case may be, in full compliance with law for this class of school district, and as provided by law duly made public in the manner and at the time provided by law, for this class of district and in all respects according to law, in relation to said election on such emergency levy as hereinbefore certified by said Governing Board.

3. That I complied with the statute by having published or posted (if required for this class of district) the notice of local support levy election, and the call for such election on the date hereinbefore certified by the Board of Education. That the Estimate of Needs as prepared by the Board of Education required such local support levy in addition to other tax levies, to fully meet the current expense purposes of the school district for the ensuing year.

4. That in conformity to resolution by said Board of Education, I caused Notice of Building Fund Levy Election under the provisions of Article 10, Section 10, Oklahoma Constitution, and the Call of such Election on the date hereinbefore certified by the Governing Board, together with Itemized Statements and an Estimate of the amount necessary for the ensuing fiscal year requiring such levy for the purpose of erecting, remodeling or repairing school buildings, and for purchasing school furniture, in said District, published or posted to contain such Notice and Call, fixing the number of voting places and particularly describing each and every such place or places, and fixing the day on which such election should be had after the expiration of such notice, duly published or posted as is required by law for this class of district.

\_\_\_\_\_  
Clerk, Board of Education

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Secretary and Clerk of Excise Board  
McClain County, Oklahoma

Independent Accountant's Compilation Report

To the Board of Education  
Newcastle Public Schools  
District No. I-1, McClain County

Management is responsible for the accompanying 2021-2022 prescribed financial statements as of and for the fiscal year ended June 30, 2022, and the 2022-2023 Estimate of Needs (SA&I Form 2661R06) and Publication Sheet (SA&I Form 2662R06) for District No. I-1, McClain County, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the prescribed financial statements, estimate of needs and publication sheet, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these prescribed financial statements.

The prescribed financial statements, estimate of needs and publication sheet forms are presented in accordance with the requirements prescribed by the Office of the Oklahoma State Auditor and Inspector per 68 OS § 3003.B., as defined by rules promulgated by the Oklahoma State Department of Education per 70 OS § 5-134.1.D., and are not intended to be a complete presentation of the School's assets and liabilities. As a result, the prescribed financial statements, estimate of needs and publication sheet forms may not be suitable for another purpose.

This report is intended solely for the information and use of the Oklahoma State Department of Education, the School District, McClain County Excise Board, and for filing with the State Auditor and Inspector and is not intended to be and should not be used by anyone other than these specified parties.

*Angel, Johnston & Blasingame, P.C.*

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Angel, Johnston & Blasingame P.C.  
Chickasha, OK

September 6, 2022

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GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'A'

Schedule 1: Current Balance Sheet for June 30, 2022		Amount
<b>ASSETS:</b>		
Cash Balances		\$4,830,161.94
Investments		\$0.00
<b>TOTAL ASSETS</b>		\$4,830,161.94
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$230,108.04
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$2,512,444.61
<b>TOTAL LIABILITIES AND RESERVES</b>		\$2,742,552.65
<b>CASH FUND BALANCE JUNE 30, 2022</b>		\$2,087,609.29
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		\$4,830,161.94

Schedule 2: Revenue and Requirements, 2021-2022		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$19,894,298.86	\$22,638,308.62
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$19,894,298.86	\$20,550,699.33
<b>CASH FUND BALANCE JUNE 30, 2022</b>	<b>\$0.00</b>	<b>\$2,087,609.29</b>

Schedule 3: General Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2021-22	2020-21	PRE-2020	Total
Cash Balance Reported to Excise Board 6-30-21	\$0.00	\$3,767,005.29	\$0.00	\$3,767,005.29
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$20,749,445.89	\$0.00	\$0.00	\$20,749,445.89
Cash Balances Transferred (Sch 6 Source Code 6110)	\$1,817,006.56	-\$1,817,006.56	\$0.00	\$0.00
Prior Year Lapsed Appopr (Sch 6 Source Code 6130)	\$68,412.41	-\$68,412.41	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$3,443.76	-\$3,443.76	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALAN</b>	<b>\$22,638,308.62</b>	<b>-\$1,888,862.73</b>	<b>\$0.00</b>	<b>\$20,749,445.89</b>
Warrants Paid of Year in Caption	\$17,808,146.68	\$1,878,142.56	\$0.00	\$19,686,289.24
<b>TOTAL DISBURSEMENTS</b>	<b>\$17,808,146.68</b>	<b>\$1,878,142.56</b>	<b>\$0.00</b>	<b>\$19,686,289.24</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2022</b>	<b>\$4,830,161.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,830,161.94</b>
Reserve for Warrants Outstanding (Schedule 4)	\$230,108.04	\$0.00	\$0.00	\$230,108.04
Reserve for Encumbrances (Schedule 8)	\$2,512,444.61	\$0.00	\$0.00	\$2,512,444.61
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$2,742,552.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,742,552.65</b>
<b>DEFICIT:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$2,087,609.29</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,087,609.29</b>

Schedule 4: General Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2021-22	2020-21	PRE-2020	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$322,651.14	\$0.00	\$322,651.14
Warrants Registered During Year	\$18,038,254.72	\$1,558,935.18	\$0.00	\$19,597,189.90
<b>TOTAL</b>	<b>\$18,038,254.72</b>	<b>\$1,881,586.32</b>	<b>\$0.00</b>	<b>\$19,919,841.04</b>
Warrants Paid During Year	\$17,808,146.68	\$1,878,142.56	\$0.00	\$19,686,289.24
Warrants Coverted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$3,443.76	\$0.00	\$3,443.76
<b>TOTAL WARRANTS RETIRED</b>	<b>\$17,808,146.68</b>	<b>\$1,881,586.32</b>	<b>\$0.00</b>	<b>\$19,689,733.00</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2022</b>	<b>\$230,108.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$230,108.04</b>

Schedule 5: 2021 Ad Valorem Tax Account		
ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022	35 Mills	Amount
2021 Net Valuation Certified to County Excise Board		\$137,853,585.00
Total Proceeds of Levy as Certified		\$4,970,506.85
Additions:		\$0.00
Deductions:		\$0.00
Gross Balance Tax		\$4,970,506.85
Less Reserve for Delinquent Tax		\$451,864.26
Reserve for Protests Pending		\$0.00
Balance Available Tax		\$4,518,642.59
Deduct 2021 Tax Apportioned		\$4,915,003.58
<b>Net Balance 2021 Tax in Process of Collection</b>		<b>\$0.00</b>
<b>Excess Collections</b>		<b>\$396,360.99</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'A'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2021-22 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$4,518,642.59	\$4,915,003.58
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$126,211.54
1130 Revenue In Lieu Of Taxes	\$0.00	\$6,388.92
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$2,395.39
TOTAL TAXES LEVIED/ASSESSED	\$4,518,642.59	\$5,049,999.43
1200 Tuition & Fees	\$0.00	\$66,000.00
1300 Earnings on Investments and Bond Sales	\$1,971.77	\$15,422.17
1400 Rental, Disposals and Commissions	\$0.00	\$3,973.72
1500 Reimbursements	\$0.00	\$378,001.53
1600 Other Local Sources of Revenue	\$0.00	\$64,995.80
1700 Child Nutrition Programs	\$0.00	\$0.00
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$4,520,614.36	\$5,578,392.65
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>		
2100 County 4 Mill Ad Valorem Tax	\$380,700.00	\$458,848.47
2200 County Apportionment (Mortgage Tax)	\$149,000.00	\$167,057.32
2300 Resale of Property Fund Distribution	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$529,700.00	\$625,905.79
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$427,000.00	\$1,102,890.40
3120 Motor Vehicle Collections	\$839,000.00	\$1,119,595.22
3130 Rural Electric Cooperative Tax	\$196,000.00	\$253,754.31
3140 State School Land Earnings	\$292,900.00	\$350,508.08
3150 Vehicle Tax Stamps	\$0.00	\$4,515.67
3160 Farm Implement Tax Stamps	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$1,754,900.00	\$2,831,263.68
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$5,381,324.71	\$6,403,671.84
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$1,522,208.00	\$1,657,682.46
TOTAL STATE AID - NONCATEGORICAL	\$6,903,532.71	\$8,061,354.30
3300 State Aid - Competitive Grants - Categorical		
3400 State - Categorical	\$203,432.60	\$263,031.34
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$18,084.53
3700 Child Nutrition Program	\$0.00	\$9,587.54
3800 State Vocational Programs - Multi-Source	\$61,355.00	\$78,919.90
TOTAL STATE SOURCES OF REVENUE	\$8,923,220.31	\$11,280,467.61
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
4100 Grants-In-Aid Direct From The Federal Government	\$66,077.00	\$75,600.99
4200 Disadvantaged Students	\$355,766.58	\$288,104.52
4300 Individuals With Disabilities	\$517,871.67	\$440,249.94
4400 No Child Left Behind	\$62,031.51	\$61,966.87
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$11,468.00	\$11,092.25
4600 Other Federal Sources Passed Through State Dept Of Education	\$2,378,138.87	\$1,082,637.66
4700 Child Nutrition Programs	\$700,000.00	\$1,199,569.43
4800 Federal Vocational Education	\$12,404.00	\$15,872.45
TOTAL FEDERAL SOURCES OF REVENUE	\$4,103,757.63	\$3,175,094.11
<b>5000 NON-REVENUE RECEIPTS:</b>		
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$89,585.73
<b>6000 BALANCE SHEET ACCOUNTS:</b>		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$1,817,006.56	\$1,817,006.56
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$68,412.41
6140 Estopped Warrants by Statute	\$0.00	\$3,443.76
TOTAL CASH ACCOUNTS	\$1,817,006.56	\$1,888,862.73
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$1,817,006.56	\$1,888,862.73
<b>GRAND TOTAL</b>	<b>\$19,894,298.86</b>	<b>\$22,638,308.62</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'A'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2021-22 Account	BASIS AND LIMIT OF ENSUING ESTIMATE	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$396,360.99	103.18%	\$5,071,105.96	\$5,071,105.96
1120 Ad Valorem Tax Levy (Prior Years)	\$126,211.54	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$6,388.92	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$2,395.39	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$531,356.84		\$5,071,105.96	\$5,071,105.96
1200 Tuition & Fees	\$66,000.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$13,450.40	90.00%	\$13,879.95	\$13,879.95
1400 Rental, Disposals and Commissions	\$3,973.72	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$378,001.53	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$64,995.80	0.00%	\$0.00	\$0.00
1700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$1,057,778.29		\$5,084,985.91	\$5,084,985.91
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>				
2100 County 4 Mill Ad Valorem Tax	\$78,148.47	90.00%	\$412,963.62	\$412,963.62
2200 County Apportionment (Mortgage Tax)	\$18,057.32	90.00%	\$150,351.59	\$150,351.59
2300 Resale of Property Fund Distribution	\$0.00	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$96,205.79		\$563,315.21	\$563,315.21
<b>3000 STATE SOURCES OF REVENUE:</b>				
3100 STATE DEDICATED SOURCES OF REVENUE:				
3110 Gross Production Tax	\$675,890.40	85.00%	\$937,456.84	\$937,456.84
3120 Motor Vehicle Collections	\$280,595.22	90.00%	\$1,007,635.70	\$1,007,635.70
3130 Rural Electric Cooperative Tax	\$57,754.31	90.00%	\$228,378.88	\$228,378.88
3140 State School Land Earnings	\$57,608.08	90.00%	\$315,457.27	\$315,457.27
3150 Vehicle Tax Stamps	\$4,515.67	0.00%	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$1,076,363.68		\$2,488,928.69	\$2,488,928.69
3200 STATE AID - NONCATEGORICAL				
3210 Foundation and Salary Incentive Aid	\$1,022,347.13	97.28%	\$6,229,723.32	\$6,229,723.32
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$135,474.46	100.00%	\$1,657,682.46	\$1,657,682.46
TOTAL STATE AID - NONCATEGORICAL	\$1,157,821.59		\$7,887,405.78	\$7,887,405.78
3300 State Aid - Competitive Grants - Categorical	\$18,226.32	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$59,598.74	62.52%	\$164,448.80	\$164,448.80
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$18,084.53	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$9,587.54	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$17,564.90	100.00%	\$78,919.90	\$78,919.90
TOTAL STATE SOURCES OF REVENUE	\$2,357,247.30		\$10,619,703.17	\$10,619,703.17
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	\$9,523.99	103.48%	\$78,235.00	\$78,235.00
4200 Disadvantaged Students	-\$67,662.06	103.89%	\$299,323.81	\$299,323.81
4300 Individuals With Disabilities	-\$77,621.73	118.46%	\$521,526.67	\$521,526.67
4400 No Child Left Behind	-\$64.64	100.51%	\$62,280.73	\$62,280.73
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	-\$375.75	150.38%	\$16,680.00	\$16,680.00
4600 Other Federal Sources Passed Through State Dept Of Education	-\$1,295,501.21	129.96%	\$1,406,955.47	\$1,406,955.47
4700 Child Nutrition Programs	\$499,569.43	86.28%	\$1,035,000.00	\$1,035,000.00
4800 Federal Vocational Education	\$3,468.45	395.56%	\$62,784.65	\$62,784.65
TOTAL FEDERAL SOURCES OF REVENUE	-\$928,663.52		\$3,482,786.33	\$3,482,786.33
<b>5000 NON-REVENUE RECEIPTS:</b>				
TOTAL NON-REVENUE RECEIPTS	\$89,585.73	0.00%	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS:</b>				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	114.89%	\$2,087,609.29	\$2,087,609.29
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$68,412.41	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$3,443.76	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$71,856.17		\$2,087,609.29	\$2,087,609.29
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$71,856.17		\$2,087,609.29	\$2,087,609.29
<b>GRAND TOTAL</b>	<b>\$2,744,009.76</b>		<b>\$21,838,399.91</b>	<b>\$21,838,399.91</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'A'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2021			
	RESERVES 06-30-2021	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$1,627,347.59</b>	<b>\$1,558,935.18</b>	<b>\$68,412.41</b>

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2022		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION</b>	<b>\$10,882,000.00</b>	<b>\$1,217,697.17</b>	<b>\$12,099,697.17</b>
<b>2000 SUPPORT SERVICES:</b>			
2100 Support Services - Students	\$1,369,700.00	\$0.00	\$1,369,700.00
2200 Support Services - Instructional Staff	\$1,008,000.00	\$0.00	\$1,008,000.00
2300 Support Services - General Administration	\$536,036.00	\$0.00	\$536,036.00
2400 Support Services - School Administration	\$1,325,000.00	\$0.00	\$1,325,000.00
2500 Support Services - Business	\$766,250.00	\$0.00	\$766,250.00
2600 Operations And Maintenance of Plant Services	\$2,278,500.00	\$0.00	\$2,278,500.00
2700 Student Transportation Services	\$380,000.00	\$0.00	\$380,000.00
<b>TOTAL SUPPORT SERVICES</b>	<b>\$7,663,486.00</b>	<b>\$0.00</b>	<b>\$7,663,486.00</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	<b>\$1,348,812.86</b>	<b>\$0.00</b>	<b>\$1,348,812.86</b>
<b>8000 REPAYMENTS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL GENERAL FUND 2021-22 FISCAL YEAR</b>	<b>\$19,894,298.86</b>	<b>\$1,217,697.17</b>	<b>\$21,111,996.03</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'A'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2022				2021-2022
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	EXPENDITURES FOR CURRENT EXPENSE PURPOSES
<b>1000 INSTRUCTION:</b>	\$10,274,830.03	\$1,351,729.67	\$473,137.47	\$11,626,559.70
<b>2000 SUPPORT SERVICES:</b>				
2100 Support Services - Students	\$1,185,350.98	\$198,200.39	-\$13,851.37	\$1,383,551.37
2200 Support Services - Instructional Staff	\$1,009,914.40	\$71,633.69	-\$73,548.09	\$1,081,548.09
2300 Support Services - General Administration	\$527,947.21	\$14,271.96	-\$6,183.17	\$542,219.17
2400 Support Services - School Administration	\$1,265,045.93	\$94,280.87	-\$34,326.80	\$1,359,326.80
2500 Support Services - Business	\$477,200.48	\$28,122.37	\$260,927.15	\$505,322.85
2600 Operations And Maintenance of Plant Services	\$1,558,565.53	\$355,890.12	\$364,044.35	\$1,914,455.65
2700 Student Transportation Services	\$621,341.98	\$101,631.51	-\$342,973.49	\$722,973.49
<b>TOTAL SUPPORT SERVICES</b>	<b>\$6,645,366.51</b>	<b>\$864,030.91</b>	<b>\$154,088.58</b>	<b>\$7,509,397.42</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
3100 Child Nutrition Programs Operations	\$1,007,942.77	\$294,813.81	-\$1,302,756.58	\$1,302,756.58
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$103,032.35	\$1,870.22	-\$104,902.57	\$104,902.57
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$1,110,975.12</b>	<b>\$296,684.03</b>	<b>-\$1,407,659.15</b>	<b>\$1,407,659.15</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>				
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$900.00	\$0.00	-\$900.00	\$900.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$1,710.48	\$0.00	-\$1,710.48	\$1,710.48
5600 Correcting Entry	\$4,472.58	\$0.00	-\$4,472.58	\$4,472.58
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$7,083.06</b>	<b>\$0.00</b>	<b>-\$7,083.06</b>	<b>\$7,083.06</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,348,812.86</b>	<b>\$0.00</b>
<b>8000 REPAYMENTS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL GENERAL FUND 2021-22 FISCAL YEAR</b>	<b>\$18,038,254.72</b>	<b>\$2,512,444.61</b>	<b>\$561,296.70</b>	<b>\$20,550,699.33</b>

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2022-23		Estimate of Needs by	Approved by
PURPOSE:		Governing Board	County Excise Board
Current Expense		\$21,838,399.91	\$21,838,399.91
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$21,838,399.91</b>	<b>\$21,838,399.91</b>



BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'C'

Schedule 1: Current Balance Sheet for June 30, 2022		Amount
<b>ASSETS:</b>		
Cash Balances		\$3,782,431.62
Investments		\$0.00
<b>TOTAL ASSETS</b>		<b>\$3,782,431.62</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$36,662.35
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$141,225.29
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$177,887.64</b>
<b>CASH FUND BALANCE JUNE 30, 2022</b>		<b>\$3,604,543.98</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$3,782,431.62</b>

Schedule 2: Revenue and Requirements, 2021-2022		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$958,817.74	\$5,005,880.65
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$958,817.74	\$1,401,336.67
<b>CASH FUND BALANCE JUNE 30, 2022</b>	<b>\$0.00</b>	<b>\$3,604,543.98</b>

Schedule 3: Building Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2021-22	2020-21	PRE-2020	Total
Cash Balance Reported to Excise Board 6-30-21	\$0.00	\$529,089.35	\$0.00	\$529,089.35
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$4,676,457.88	\$0.00	\$0.00	\$4,676,457.88
Cash Balances Transferred (Sch 6 Source Code 6110)	\$312,799.20	-\$312,799.20	\$0.00	\$0.00
Prior Year Lapsed Appopr (Sch 6 Source Code 6130)	\$16,623.57	-\$16,623.57	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALAN</b>	<b>\$5,005,880.65</b>	<b>-\$329,422.77</b>	<b>\$0.00</b>	<b>\$4,676,457.88</b>
Warrants Paid of Year in Caption	\$1,223,449.03	\$199,666.58	\$0.00	\$1,423,115.61
<b>TOTAL DISBURSEMENTS</b>	<b>\$1,223,449.03</b>	<b>\$199,666.58</b>	<b>\$0.00</b>	<b>\$1,423,115.61</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2022</b>	<b>\$3,782,431.62</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,782,431.62</b>
Reserve for Warrants Outstanding (Schedule 4)	\$36,662.35	\$0.00	\$0.00	\$36,662.35
Reserve for Encumbrances (Schedule 8)	\$141,225.29	\$0.00	\$0.00	\$141,225.29
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$177,887.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$177,887.64</b>
DEFICIT:	\$0.00	\$0.00	\$0.00	\$0.00
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$3,604,543.98</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,604,543.98</b>

Schedule 4: Building Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2021-22	2020-21	PRE-2020	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$30,589.44	\$0.00	\$30,589.44
Warrants Registered During Year	\$1,260,111.38	\$169,077.14	\$0.00	\$1,429,188.52
<b>TOTAL</b>	<b>\$1,260,111.38</b>	<b>\$199,666.58</b>	<b>\$0.00</b>	<b>\$1,459,777.96</b>
Warrants Paid During Year	\$1,223,449.03	\$199,666.58	\$0.00	\$1,423,115.61
Warrants Covered to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL WARRANTS RETIRED</b>	<b>\$1,223,449.03</b>	<b>\$199,666.58</b>	<b>\$0.00</b>	<b>\$1,423,115.61</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2022</b>	<b>\$36,662.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,662.35</b>

Schedule 5: 2021 Ad Valorem Tax Account		
ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022	5.000 Mills	Amount
2021 Net Valuation Certified to County Excise Board		\$137,853,585.00
Total Proceeds of Levy as Certified		\$710,620.39
Additions:		\$0.00
Deductions:		\$0.00
Gross Balance Tax		\$710,620.39
Less Reserve for Delinquent Tax		\$64,601.85
Reserve for Protests Pending		\$0.00
Balance Available Tax		\$646,018.54
Deduct 2021 Tax Apportioned		\$715,213.54
<b>Net Balance 2021 Tax in Process of Collection</b>		<b>\$0.00</b>
<b>Excess Collections</b>		<b>\$69,195.00</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'C'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2021-22 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$646,018.54	\$715,213.54
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$18,044.94
1130 Revenue In Lieu Of Taxes	\$0.00	\$859.89
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$646,018.54	\$734,118.37
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	\$3,850.00
1500 Reimbursements	\$0.00	\$3,876,404.02
1600 Other Local Sources of Revenue	\$0.00	\$90.47
1700 Child Nutrition Programs	\$0.00	\$0.00
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$646,018.54	\$4,614,462.86
<b>2000 INTERMEDIATE SOURCES OF REVENUE</b>		
2100 County 4 Mill Ad Valorem Tax	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00	\$0.00
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$0.00	\$0.00
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$0.00	\$0.00
TOTAL STATE AID - NONCATEGORICAL	\$0.00	\$0.00
3300 State Aid - Competitive Grants - Categorical		
3400 State - Categorical	\$0.00	\$61,718.40
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$1.62
3700 Child Nutrition Program	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$0.00	\$61,720.02
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$0.00	\$0.00
<b>5000 NON-REVENUE RECEIPTS:</b>		
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$275.00
<b>6000 BALANCE SHEET ACCOUNTS</b>		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$312,799.20	\$312,799.20
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$16,623.57
6140 Estopped Warrants by Statute	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$312,799.20	\$329,422.77
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$312,799.20	\$329,422.77
<b>GRAND TOTAL</b>	<b>\$958,817.74</b>	<b>\$5,005,880.65</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'C'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2021-22 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$69,195.00	101.37%	\$725,002.43	\$725,002.43
1120 Ad Valorem Tax Levy (Prior Years)	\$18,044.94	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$859.89	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$88,099.83		\$725,002.43	\$725,002.43
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	0.00%	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$3,850.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$3,876,404.02	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$90.47	0.00%	\$0.00	\$0.00
1700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$3,968,444.32		\$725,002.43	\$725,002.43
<b>2000 INTERMEDIATE SOURCES OF REVENUE</b>				
2100 County 4 Mill Ad Valorem Tax	\$0.00	0.00%	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	0.00%	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
<b>3000 STATE SOURCES OF REVENUE:</b>				
3100 STATE DEDICATED SOURCES OF REVENUE:				
3110 Gross Production Tax	\$0.00	0.00%	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	0.00%	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	0.00%	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	0.00%	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
3200 STATE AID - NONCATEGORICAL				
3210 Foundation and Salary Incentive Aid	\$0.00	0.00%	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE AID - NONCATEGORICAL	\$0.00		\$0.00	\$0.00
3300 State Aid - Competitive Grants - Categorical				
3400 State - Categorical	\$61,718.40	0.00%	\$0.00	\$0.00
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$1.62	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$61,720.02		\$0.00	\$0.00
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	0.00%	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	0.00%	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	0.00%	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	0.00%	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	0.00%	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	0.00%	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
<b>5000 NON-REVENUE RECEIPTS:</b>				
TOTAL NON-REVENUE RECEIPTS	\$275.00	0.00%	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	1152.35%	\$3,604,543.98	\$3,604,543.98
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$16,623.57	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$16,623.57		\$3,604,543.98	\$3,604,543.98
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$16,623.57		\$3,604,543.98	\$3,604,543.98
<b>GRAND TOTAL</b>	<b>\$4,047,062.91</b>		<b>\$4,329,546.41</b>	<b>\$4,329,546.41</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'C'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2021			
	RESERVES 06-30-2021	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$185,700.71</b>	<b>\$169,077.14</b>	<b>\$16,623.57</b>

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2022		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>			
2100 Support Services - Students	\$0.00	\$0.00	\$0.00
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$0.00	\$0.00	\$0.00
2600 Operations And Maintenance of Plant Services	\$958,817.74	\$3,883,046.84	\$4,841,864.58
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00
<b>TOTAL SUPPORT SERVICES</b>	<b>\$958,817.74</b>	<b>\$3,883,046.84</b>	<b>\$4,841,864.58</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL BUILDING FUND 2021-22 FISCAL YEAR</b>	<b>\$958,817.74</b>	<b>\$3,883,046.84</b>	<b>\$4,841,864.58</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT 'C'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2022				
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	2021-2022 EXPENDITURES FOR CURRENT EXPENSE PURPOSES
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>				
2100 Support Services - Students	\$0.00	\$0.00	\$0.00	\$0.00
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$125.00	\$0.00	-\$125.00	\$125.00
2600 Operations And Maintenance of Plant Services	\$1,227,679.28	\$138,500.39	\$3,475,684.91	\$1,366,179.67
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL SUPPORT SERVICES</b>	<b>\$1,227,804.28</b>	<b>\$138,500.39</b>	<b>\$3,475,559.91</b>	<b>\$1,366,304.67</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>				
4200 Land Acquisition Services	\$18,857.00	\$0.00	-\$18,857.00	\$18,857.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$13,175.10	\$2,724.90	-\$15,900.00	\$15,900.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$32,032.10</b>	<b>\$2,724.90</b>	<b>-\$34,757.00</b>	<b>\$34,757.00</b>
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$275.00	\$0.00	-\$275.00	\$275.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$275.00</b>	<b>\$0.00</b>	<b>-\$275.00</b>	<b>\$275.00</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL BUILDING FUND 2021-22 FISCAL YEAR</b>	<b>\$1,260,111.38</b>	<b>\$141,225.29</b>	<b>\$3,440,527.91</b>	<b>\$1,401,336.67</b>

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2022-23		Estimate of Needs by	Approved by
PURPOSE:		Governing Board	County Excise Board
Current Expense		\$4,329,546.41	\$4,329,546.41
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$4,329,546.41</b>	<b>\$4,329,546.41</b>



SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)					
PURPOSE OF BOND ISSUE:					2020 Combined Purpose Bonds
Date Of Issue					7/1/2020
Date Of Sale By Delivery					7/1/2020
HOW AND WHEN BONDS MATURE:					
Uniform Maturities:					
Date Maturity Begins					7/1/2022
Amount Of Each Uniform Maturity					\$ 5,570,000.00
Final Maturity Otherwise:					
Date of Final Maturity					7/1/2022
Amount of Final Maturity					\$ 5,570,000.00
AMOUNT OF ORIGINAL ISSUE					\$ 5,570,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 5,570,000.00
Years To Run					1
Normal Annual Accrual					\$ 0.00
Tax Years Run					1
Accrual Liability To Date					\$ 5,570,000.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2021					\$ 0.00
Bonds Paid During 2021-2022					\$ 5,570,000.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2022:					
Matured					\$ 0.00
Unmatured					\$ 0.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year:					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2022-2023					\$ 0.00
Total Interest To Levy For 2022-2023					\$ 0.00
INTEREST COUPON ACCOUNT:					
Interest Earned But Unpaid 6-30-2021:					
Matured					\$ 0.00
Unmatured					\$ 0.00
Interest Earnings 2021-2022					\$ 139,250.00
Coupons Paid Through 2021-2022					\$ 139,250.00
Interest Earned But Unpaid 6-30-2022:					
Matured					\$ 0.00
Unmatured					\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)					
PURPOSE OF BOND ISSUE:					GO Building Bonds 2021
Date Of Issue					7/1/2021
Date Of Sale By Delivery					7/1/2021
HOW AND WHEN BONDS MATURE:					
Uniform Maturities:					
Date Maturity Begins					7/1/2023
Amount Of Each Uniform Maturity					\$ 5,650,000.00
Final Maturity Otherwise:					
Date of Final Maturity					7/1/2023
Amount of Final Maturity					\$ 5,650,000.00
AMOUNT OF ORIGINAL ISSUE					\$ 5,650,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 5,650,000.00
Years To Run					1
Normal Annual Accrual					\$ 5,650,000.00
Tax Years Run					0
Accrual Liability To Date					\$ 0.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2021					\$ 0.00
Bonds Paid During 2021-2022					\$ 0.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2022:					
Matured					\$ 0.00
Unmatured					\$ 5,650,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons	7/1/2023	\$ 5,650,000.00	0.625%	24 Mo.	\$ 70,625.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year:					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2022-2023					\$ 70,625.00
Total Interest To Levy For 2022-2023					\$ 70,625.00
INTEREST COUPON ACCOUNT:					
Interest Earned But Unpaid 6-30-2021:					
Matured					\$ 0.00
Unmatured					\$ 0.00
Interest Earnings 2021-2022					\$ 0.00
Coupons Paid Through 2021-2022					\$ 0.00
Interest Earned But Unpaid 6-30-2022:					
Matured					\$ 0.00
Unmatured					\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)		Total All Bonds
PURPOSE OF BOND ISSUE:		
HOW AND WHEN BONDS MATURE:		
Uniform Maturities:		
Amount Of Each Uniform Maturity		\$ 11,220,000.00
Final Maturity Otherwise:		
Amount of Final Maturity		\$ 11,220,000.00
AMOUNT OF ORIGINAL ISSUE		\$ 11,220,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year		\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:		
Bond Issues Accruing By Tax Levy		\$ 11,220,000.00
Normal Annual Accrual		\$ 5,650,000.00
Accrual Liability To Date		\$ 5,570,000.00
Deductions From Total Accruals:		
Bonds Paid Prior To 6-30-2021		\$ 0.00
Bonds Paid During 2021-2022		\$ 5,570,000.00
Matured Bonds Unpaid		\$ 0.00
Balance Of Accrual Liability		\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2022:		
Matured		\$ 0.00
Unmatured		\$ 5,650,000.00
Requirement for Interest Earnings After Last Tax-Levy Year:		
Terminal Interest To Accrue		\$ 0.00
Accrue Each Year		\$ 0.00
Total Accrual To Date		\$ 0.00
Current Interest Earned Through 2022-2023		\$ 70,625.00
Total Interest To Levy For 2022-2023		\$ 70,625.00
INTEREST COUPON ACCOUNT:		
Interest Earned But Unpaid 6-30-2021:		
Matured		\$ 0.00
Unmatured		\$ 0.00
Interest Earnings 2021-2022		\$ 139,250.00
Coupons Paid Through 2021-2022		\$ 139,250.00
Interest Earned But Unpaid 6-30-2022:		
Matured		\$ 0.00
Unmatured		\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 2: Detail of Judgment Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)					
Judgments For Indebtedness Originally Incurred After January 8, 1937. (New)					
IN FAVOR OF					TOTAL ALL JUDGMENTS
BY WHOM OWNED					
PURPOSE OF JUDGMENT					
Case Number					
NAME OF COURT					
Date of Judgment					
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest Rate Assigned by Court	0.00%	0.00%	0.00%	0.00%	
Tax Levies Made	0	0	0	0	
Principal Amount Provided for to June 30, 2021	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Principal Amount Provided for in 2021-2022	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PRINCIPAL AMOUNT NOT PROVIDED FOR	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
AMOUNT TO PROVIDE BY TAX LEVY FISCAL YEAR 2022-2023					
Principal 1/3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FOR ALL JUDGMENTS REPORTED					
LEVIED FOR BUT UNPAID JUDGMENT OBLIGATIONS					
OUTSTANDING JUNE 30, 2021					
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUDGMENT OBLIGATIONS SINCE LEVIED FOR:					
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUDGMENT OBLIGATIONS SINCE PAID:					
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
LEVIED BUT UNPAID JUDGMENT OBLIGATIONS					
OUTSTANDING JUNE 30, 2022					
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Schedule 3: Prepaid Judgments as of June 30, 2022					
Prepaid Judgments On Indebtedness Originating After January 8, 1937					
NAME OF JUDGMENT					TOTAL ALL PREPAID JUDGMENTS
CASE NUMBER					
NAME OF COURT					
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Tax Levies Made	0	0	0	0	
Unreimbursed Balance At June 30, 2021	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Reimbursement By 2021-2022 Tax Levy	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Annual Accrual On Prepaid Judgments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Stricken By Court Order	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Asset Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 4: Sinking Fund Cash Statement		
Revenue Receipts and Disbursements (Fund 41)	SINKING FUND	
	Detail	Extension
Cash on Hand June 30, 2021		\$ 226,572.96
Investments Since Liquidated	\$ 0.00	
<b>COLLECTED AND APPORTIONED:</b>		
Contributions From Other Districts	\$ 0.00	
2020 and Prior Ad Valorem Tax	\$ 155,106.17	
2021 Ad Valorem Tax	\$ 5,705,193.78	
Miscellaneous Receipts	\$ 16,680.66	
<b>TOTAL RECEIPTS</b>		\$ 5,876,980.61
<b>TOTAL RECEIPTS AND BALANCE</b>		\$ 6,103,553.57
<b>DISBURSEMENTS:</b>		
Coupons Paid	\$ 139,250.00	
Interest Paid on Past-Due Coupons	\$ 0.00	
Bonds Paid	\$ 5,570,000.00	
Interest Paid on Past-Due Bonds	\$ 0.00	
Commission Paid to Fiscal Agency	\$ 0.00	
Judgments Paid	\$ 0.00	
Interest Paid on Such Judgments	\$ 0.00	
Investments Purchased	\$ 0.00	
Judgments Paid Under 62 O.S. 1981, Sect 435	\$ 0.00	
<b>TOTAL DISBURSEMENTS</b>		\$ 5,709,250.00
<b>CASH BALANCE ON HAND JUNE 30, 2022</b>		\$ 394,303.57

Schedule 5: Sinking Fund Balance Sheet		
	SINKING FUND	
	Detail	Extension
Cash Balance on Hand June 30, 2022		\$ 394,303.57
Legal Investments Properly Maturing	\$ 0.00	
Judgments Paid to Recover by Tax Levy	\$ 0.00	
<b>TOTAL LIQUID ASSETS</b>		\$ 394,303.57
<b>DEDUCT MATURED INDEBTEDNESS:</b>		
a. Past-Due Coupons	\$ 0.00	
b. Interest Accrued Thereon	\$ 0.00	
c. Past-Due Bonds	\$ 0.00	
d. Interest Thereon After Last Coupon	\$ 0.00	
e. Fiscal Agent Commission On Above	\$ 0.00	
f. Judgements and Interest Levied for But Unpaid	\$ 0.00	
<b>TOTAL Items a. Through f. (To Extension Column)</b>		\$ 0.00
<b>BALANCE OF ASSETS SUBJECT TO ACCRUALS</b>		\$ 394,303.57
<b>DEDUCT ACCRUAL RESERVES IF ASSETS SUFFICIENT:</b>		
g. Earned Unmatured Interest	\$ 0.00	
h. Accrual on Final Coupons	\$ 0.00	
i. Accrued on Unmatured Bonds	\$ 0.00	
<b>TOTAL Items g. Through i. (To Extension Column)</b>		\$ 0.00
<b>EXCESS OF ASSETS OVER ACCRUAL RESERVES</b>		\$ 394,303.57

Schedule 6: Estimate of Sinking Fund Needs		
	SINKING FUND	
	Computed By Governing Board	Provided By Excise Board
Interest Earnings on Bonds	\$ 70,625.00	\$ 70,625.00
Accrual on Unmatured Bonds	\$ 5,650,000.00	\$ 5,650,000.00
Annual Accrual on "Prepaid" Judgments	\$ 0.00	\$ 0.00
Annual Accrual on Unpaid Judgments	\$ 0.00	\$ 0.00
Interest on Unpaid Judgments	\$ 0.00	\$ 0.00
Participating Contributions (Annexations):	\$ 0.00	\$ 0.00
For Credit to School Dist. No. _____	\$ 0.00	\$ 0.00
For Credit to School Dist. No. _____	\$ 0.00	\$ 0.00
For Credit to School Dist. No. _____	\$ 0.00	\$ 0.00
For Credit to School Dist. No. _____	\$ 0.00	\$ 0.00
Annual Accrual From Exhibit KK	\$ 0.00	\$ 0.00
<b>TOTAL SINKING FUND PROVISION</b>	\$ 5,720,625.00	\$ 5,720,625.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 7: Ad Valorem Tax Account - Sinking Funds			
ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022		41.76 Mills	Amount
Gross Value	\$	0.00	Net Value
Net Value	\$	137,853,585.00	
Total Proceeds of Levy as Certified			\$ 5,756,810.89
Additions:			\$ 0.00
Deductions:			\$ 0.00
Gross Balance Tax			\$ 5,756,810.89
Less Reserve for Delinquent Tax			\$ 274,133.85
Reserve for Protests Pending			\$ 0.00
Balance Available Tax			\$ 5,482,677.04
Deduct 2021 Tax Apportioned			\$ 5,705,193.78
<b>Net Balance 2021 Tax in Process of Collection</b>			<b>\$ 0.00</b>
<b>Excess Collections</b>			<b>\$ 222,516.74</b>

Schedule 8: Sinking Fund Contributions From Other Districts Due To Boundary Changes		
SCHOOL DISTRICT CONTRIBUTIONS	SINKING FUND	
	Actually Received	Provided For in Budget of Contributing School District
From School District No.	\$ 0.00	\$ 0.00
From School District No.	\$ 0.00	\$ 0.00
From School District No.	\$ 0.00	\$ 0.00
From School District No.	\$ 0.00	\$ 0.00
From School District No.	\$ 0.00	\$ 0.00
From School District No.	\$ 0.00	\$ 0.00
From School District No.	\$ 0.00	\$ 0.00
From School District No.	\$ 0.00	\$ 0.00
From School District No.	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 10: Miscellaneous Revenue	2021-22 ACCOUNT
Source	Amount
<b>1000 DISTRICT SOURCES OF REVENUE:</b>	
1200 Tuition & Fees	\$ 0.00
<b>1300 EARNINGS ON INVESTMENTS AND BOND SALES</b>	
1310 Interest Earnings	\$ 0.00
1320 Dividends on Insurance Policies	\$ 0.00
1330 Premium on Bonds Sold	\$ 0.00
1340 Accrued Interest on Bond Sales	\$ 0.00
1350 Interest on Taxes	\$ 0.00
1360 Earnings From Oklahoma Commission on School Funds Management	\$ 0.00
1370 Proceeds From Sale of Original Bonds	\$ 0.00
1390 Other Earnings on Investments	\$ 0.00
TOTAL EARNINGS ON INVESTMENTS AND BOND SALES	\$ 0.00
<b>1400 RENTAL, DISPOSALS AND COMMISSIONS</b>	
1410 Rental of School Facilities	\$ 0.00
1420 Rental of Property Other Than School Facilities	\$ 0.00
1430 Sales of Building and/or Real Estate	\$ 0.00
1440 Sales of Equipment, Services and Materials	\$ 0.00
1450 Bookstore Revenue	\$ 0.00
1460 Commissions	\$ 0.00
1470 Shop Revenue	\$ 0.00
1490 Other Rental, Disposals and Commissions	\$ 0.00
TOTAL RENTAL, DISPOSALS AND COMMISSIONS	\$ 0.00
1500 Reimbursements	\$ 0.00
1600 Other Local Sources of Revenue	\$ 0.00
1700 Child Nutrition Programs	\$ 0.00
1800 Athletics	\$ 0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$ 0.00
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>	
2100 County 4 Mill Ad Valorem Tax	\$ 0.00
2200 County Apportionment (Mortgage Tax)	\$ 0.00
2300 Resale of Property Fund Distribution	\$ 0.00
2900 Other Intermediate Sources of Revenue	\$ 0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$ 0.00
<b>3000 STATE SOURCES OF REVENUE:</b>	
3100 Total Dedicated Revenue	\$ 0.00
3200 Total State Aid - General Operations - Non-Categorical	\$ 0.00
3300 State Aid - Competitive Grants - Categorical	\$ 0.00
3400 State - Categorical	\$ 0.00
3500 Special Programs	\$ 0.00
3600 Other State Sources of Revenue	\$ 13.16
3700 Child Nutrition Program	\$ 0.00
3800 State Vocational Programs - Multi-Source	\$ 0.00
TOTAL STATE SOURCES OF REVENUE	\$ 13.16
<b>4000 FEDERAL SOURCES OF REVENUE:</b>	
TOTAL FEDERAL SOURCES OF REVENUE	\$ 0.00
<b>5000 NON-REVENUE RECEIPTS:</b>	
TOTAL NON-REVENUE RECEIPTS	16,667.50
<b>GRAND TOTAL</b>	<b>\$ 16,680.66</b>



TOTAL CAPITAL PROJECT FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2022	TOTAL OF ALL FUNDS
<b>ASSETS:</b>	Amount
Cash Balances	\$473,438.69
Investments	\$0.00
<b>TOTAL ASSETS</b>	<b>\$473,438.69</b>
<b>LIABILITIES AND RESERVES:</b>	
Warrants Outstanding	\$0.00
Reserve for Interest on Warrants	\$0.00
Reserves From Schedule 8	\$58,293.72
<b>TOTAL LIABILITIES AND RESERVES</b>	<b>\$58,293.72</b>
<b>CASH FUND BALANCE JUNE 30, 2022</b>	<b>\$415,144.97</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>	<b>\$473,438.69</b>

Schedule 3: Capital Projects Fund Total Of All Funds Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2021-22	2021 & Prior Years
Cash Balance Reported to Excise Board 6-30-21	\$0.00	\$334,169.16
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$635.95	
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$5,656,600.00	
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$323,724.48	
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
<b>TOTAL CASH ACCOUNTS</b>	<b>\$323,724.48</b>	
6200 Interfund Transfers	\$0.00	
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$323,724.48</b>	
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>	<b>\$5,980,960.43</b>	<b>\$11,261.46</b>
Warrants Paid of Year in Caption	\$5,507,521.74	\$10,444.68
<b>TOTAL DISBURSEMENTS</b>	<b>\$5,507,521.74</b>	<b>\$10,444.68</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2022</b>	<b>\$473,438.69</b>	<b>\$816.78</b>
Reserve for Warrants Outstanding	\$0.00	\$816.78
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$58,293.72	\$9,627.90
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$58,293.72</b>	<b>\$10,444.68</b>
<b>DEFICIT</b>	<b>\$0.00</b>	<b>-\$9,627.90</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$415,144.97</b>	<b>\$0.00</b>

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2021		
	RESERVES 6/30/21	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$9,627.90</b>	<b>\$9,627.90</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2022		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$27,987.55	\$43,906.62	\$71,894.17
2000 Support Services	\$254,534.19	\$14,387.10	\$268,921.29
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$5,225,000.00	\$0.00	\$5,225,000.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2021-22 FISCAL YEAR</b>	<b>\$5,507,521.74</b>	<b>\$58,293.72</b>	<b>\$5,565,815.46</b>

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CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2022	Transportation Bond	Fund 38
ASSETS:		Amount
Cash Balances		\$87,714.00
Investments		\$0.00
TOTAL ASSETS		\$87,714.00
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$0.00
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
TOTAL LIABILITIES AND RESERVES		\$0.00
CASH FUND BALANCE JUNE 30, 2022		\$87,714.00
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$87,714.00

Schedule 3: Capital Projects Fund 38 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2021-22	2021 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$87,714.00
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCES		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$0.00	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$0.00	\$0.00
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$87,714.00	-\$87,714.00
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
TOTAL CASH ACCOUNTS	\$87,714.00	-\$87,714.00
6200 Interfund Transfers	\$0.00	
TOTAL BALANCE SHEET ACCOUNTS	\$87,714.00	-\$87,714.00
TOTAL REVENUES, NON-REV RECEIPTS & CASH BALANCES	\$87,714.00	\$0.00
Warrants Paid of Year in Caption	\$0.00	\$0.00
TOTAL DISBURSEMENTS	\$0.00	\$0.00
CASH & INVESTMENTS BALANCE JUNE 30, 2022	\$87,714.00	\$0.00
Reserve for Warrants Outstanding	\$0.00	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
TOTAL LIABILITIES AND RESERVE	\$0.00	\$0.00
DEFICIT	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$87,714.00	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2021		
	RESERVES 6/30/21	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$0.00	\$0.00	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2022		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$0.00	\$0.00	\$0.00
2000 Support Services	\$0.00	\$0.00	\$0.00
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construction Services	\$0.00	\$0.00	\$0.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES 2021-22 FISCAL YEAR	\$0.00	\$0.00	\$0.00

CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2022	2018 Technology Bond	Fund 39
ASSETS:		Amount
Cash Balances		\$385,724.69
Investments		\$0.00
TOTAL ASSETS		\$385,724.69
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$0.00
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$58,293.72
TOTAL LIABILITIES AND RESERVES		\$58,293.72
CASH FUND BALANCE JUNE 30, 2022		\$327,430.97
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$385,724.69

Schedule 3: Capital Projects Fund 39 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2021-22	2021 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$246,455.16
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCES		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$635.95	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$5,656,600.00	\$0.00
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$236,010.48	-\$235,193.70
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
TOTAL CASH ACCOUNTS	\$236,010.48	-\$235,193.70
6200 Interfund Transfers	\$0.00	
TOTAL BALANCE SHEET ACCOUNTS	\$236,010.48	-\$235,193.70
TOTAL REVENUES, NON-REV RECEIPTS & CASH BALANCES	\$5,893,246.43	\$11,261.46
Warrants Paid of Year in Caption	\$5,507,521.74	\$10,444.68
TOTAL DISBURSEMENTS	\$5,507,521.74	\$10,444.68
CASH & INVESTMENTS BALANCE JUNE 30, 2022	\$385,724.69	\$816.78
Reserve for Warrants Outstanding	\$0.00	\$816.78
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$58,293.72	\$9,627.90
TOTAL LIABILITIES AND RESERVE	\$58,293.72	\$10,444.68
DEFICIT	\$0.00	-\$9,627.90
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$327,430.97	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2021		
	RESERVES 6/30/21	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$9,627.90	\$9,627.90	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2022		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$27,987.55	\$43,906.62	\$71,894.17
2000 Support Services	\$254,534.19	\$14,387.10	\$268,921.29
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construction Services	\$5,225,000.00	\$0.00	\$5,225,000.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES 2021-22 FISCAL YEAR	\$5,507,521.74	\$58,293.72	\$5,565,815.46

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**CERTIFICATE OF EXCISE BOARD**

State of Oklahoma, County of McClain

We, do further certify that we have examined the statement of estimated needs for the current fiscal year ending June 30, 2022, as certified by the Board of Education of Newcastle Public Schools, District Number I-1 of said County and State, and its financial statement for the preceding year, and in so doing we have diligently performed the duties imposed upon this Excise Board by 68 O. S. 2001 Section 3007, by (1) ascertaining that the financial statements, as to the statistics therein contained, reflect the true fiscal condition at the close of the fiscal year, or caused the same to be corrected so to show; (2) struck from the estimate of needs so submitted any items not authorized by law and reduced to the sum authorized by law any items restricted by statute as to the amount lawfully expendable therefor; (3) supplemented such estimate, after appropriate action, by an estimate of needs prepared by this Excise Board to make provision for mandatory functions based upon statistics authoritatively submitted; (4) computed the total means available to each fund in the manner provided, applying the Governing Board's estimate of revenue to be derived from surplus tax of the immediately preceding year and from sources other than ad valorem tax, or reduced such estimate to not less than the lawfully authorized ratio of the several sums realized from such sources during the preceding fiscal year or to such lesser sum as may reasonably be anticipated under altered law or circumstance and using for such determination the basic collections of the preceding year and the ratios on which distribution or apportionment must be made during the ensuing or current year.

To the several and specific purposes of the estimated needs as certified, we have and do hereby appropriate the surplus balances of cash on hand of the prior year, estimates of income from sources other than ad valorem taxation within the limitation fixed by law, and the proceeds of ad valorem tax levy within the number of mills authorized, either by apportionment by the Legislature, allocation by the excise board or by legal election, all of which appropriations are made in so far as the available surpluses, revenues, and levies will permit, except in that we have also provided that, after deducting items consisting of cash and the revenue from all sources other than the 2022 tax and the proceeds of the 2022 tax levy are in excess of the residue of such appropriations, by a sum included for delinquent tax, computed at 10.0% of such residue. And provided further, if said School District has been ascertained to be a well defined State Aid District, the local budget, as approved and appropriated for, has been applied wholly to its operating accounts.

We further certify that the amount required to be raised from tax, excluding Homesteads, for General Revenue Fund purposes as approved, requires a total ad valorem tax levy of .000 Mills. Said levy is within the statutory limit, and if in excess, is within the constitutional limit and has been authorized by a vote of the people of said district, as shown by certificate of the School Board to-wit:

To this District, with valuations shown below, the Excise Board allocated .000 Mills, plus .000 Mills authorized by the Constitution, plus an emergency levy of .000 Mills; plus local support levy of .000 Mills; for a total levy for the General Fund of .000 Mills.

We further certify that the amount required to be raised for building fund purposes as approved requires a tax levy of .000 Mills, and said levy has been certified as authorized by a vote of the people at an election held for that purpose. We further certify that Assessed Values used in computing Mill-vote levies have been applied as certified by the County Assessor.

We further certify that we have examined the within statements of account and estimated needs or requirements of the Governing Board of Newcastle Public Schools, School District No. I-1 of said County and State, in relation to the Sinking Fund or Funds thereof, and after finding the same correct or having caused the same to be corrected pursuant to 68 O. S. 2001 Section 3009, have approved the requirements therefor to fulfill the conditions of Section 26 and 28 of Article 10, Oklahoma Constitution, and have made and certified a tax levy therefor to the extent of the excess of said total requirements over the total of items 2, 3, 6, and 12 of Exhibit Y and any other legal deduction, including a reserve of 10.0% for delinquent taxes.

CERTIFICATE OF EXCISE BOARD  
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "Y"					
County Excise Board's Appropriation of Income and Revenue	General Fund	Building Fund	Co-op Fund	Child Nutrition Fund	New Sinking Fund (Exc. Homesteads)
Appropriation Approved and Provision Made	\$ 21,838,399.91	\$ 4,329,546.41	\$ 0.00	\$ 0.00	\$ 5,720,625.00
Appropriation of Revenues:					
Excess of Assets Over Liabilities	\$ 2,087,609.29	\$ 3,604,543.98	\$ 0.00	\$ 0.00	\$ 394,303.57
Unclaimed Protest Tax Refunds	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Miscellaneous Estimated Revenues	\$ 14,679,684.66	\$ (0.00)	\$ 0.00	\$ 0.00	None
Est. Value of Surplus Tax in Process	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	None
Sinking Fund Contributions	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Surplus Building Fund Cash	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Other Than 2022 Tax	\$ 16,767,293.95	\$ 3,604,543.98	\$ 0.00	\$ 0.00	\$ 394,303.57
Balance Required	\$ 5,071,105.96	\$ 725,002.43	\$ 0.00	\$ 0.00	\$ 5,326,321.43
Add Allowance for Delinquency	\$ 507,110.60	\$ 72,500.24	\$ 0.00	\$ 0.00	\$ 266,316.07
Total Required for 2022 Tax	\$ 5,578,216.56	\$ 797,502.67	\$ 0.00	\$ 0.00	\$ 5,592,637.50
Rate of Levy Required and Certified	-----	-----	-----	-----	36.15 Mills

We further certify that the net assessed valuation of the Property, subject to ad valorem taxes, after the amount of all Homestead Exemptions have been deducted in the said School District as finally equalized and certified by the Board of Equalization for the current year 2022-2023 is as follows:

VALUATION AND LEVIES EXCLUDING HOMESTEADS					
County	Real	Personal	Public Service	Total	
This County           McClain	\$ 111,468,613	\$ 7,228,085	\$ 27,533,856	\$ 146,230,554	
Joint County       Grady	\$ 7,838,281	\$ 146,008	\$ 491,917	\$ 8,476,206	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Joint County	\$ 0	\$ 0	\$ 0	\$ 0	
Total Valuations, All Counties	\$ 119,306,894	\$ 7,374,093	\$ 28,025,773	\$ 154,706,760	

The assessed valuations herein certified have been used in computing the rates of mill levies and the proceeds thereof appropriated as aforesaid; and that having ascertained as aforesaid, the aggregate amount to be raised by ad valorem taxation, be raised by ad valorem taxation, we thereupon made the above levies therefor as provided by law as follows:





ALL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022  
STATISTICAL DATA FOR 2022-2023

EXHIBIT "Z"

Schedule 1: SUMMARY RECAPITULATION OF SCHOOL COSTS FOR THE FISCAL YEAR ENDING JUNE 30, 2022, AND  
APPORTIONMENT THEREOF

CLASSIFICATION	ACCUMULATION OF EXPENDITURES AND UNLIQUIDATED COMMITMENTS TO DETERMINE PER CAPITA COSTS						
	GENERAL REVENUE FUND	CHILD NUTRITION FUND	BUILDING FUND	SINKING FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	
Current Exp. - Educational	\$ 17,409,829.68	\$ 0.00	\$ 1,227,804.28	\$ 0.00	\$ 0.00	\$ 0.00	
Current Exp. - Transportation	\$ 621,341.98	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Current Res. - Educational	\$ 2,410,813.10	\$ 0.00	\$ 138,500.39	\$ 0.00	\$ 0.00	\$ 0.00	
Current Res. - Transportation	\$ 101,631.51	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Exp. - Educational	\$ 0.00	\$ 0.00	\$ 32,032.10	\$ 5,709,250.00	\$ 0.00	\$ 0.00	
Capital Exp. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Res. - Educational	\$ 0.00	\$ 0.00	\$ 2,724.90	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Res. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
<b>TOTALS</b>	\$ 20,543,616.27	\$ 0.00	\$ 1,401,061.67	\$ 5,709,250.00	\$ 0.00	\$ 0.00	
<b>Enumeration</b>		<b>2,523.51</b>	<b>Average Daily Attendance</b>		<b>2,378.49</b>	<b>Average Daily Haul</b>	<b>2,180.15</b>

Expenditures and Reserves	ENTERPRISE FUNDS	ACTIVITY FUNDS	EXPENDABLE TRUST FUNDS	NON- EXPENDABLE TRUST FUNDS	INTERNAL SERVICE FUNDS
Current Expenditures - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Current Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Current Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Current Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Expenditures - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTALS</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Per Capita Cost for:</b>		<b>Education</b>	\$ 11,322.71	<b>Transportation</b>	\$ 331.62

Expenditures and Reserves	TOTAL OF ALL APPLICABLE COSTS 2021-2022	OPERATION COSTS ONLY	TRANSPORTATION COSTS ONLY
Current Expenditures - Educational	\$ 18,637,633.96	\$ 18,637,633.96	\$ 0.00
Current Expenditures - Transportation	\$ 621,341.98	\$ 0.00	\$ 621,341.98
Current Reserves - Educational	\$ 2,549,313.49	\$ 2,549,313.49	\$ 0.00
Current Reserves - Transportation	\$ 101,631.51	\$ 0.00	\$ 101,631.51
Capital Expenditures - Educational	\$ 5,741,282.10	\$ 5,741,282.10	\$ 0.00
Capital Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Educational	\$ 2,724.90	\$ 2,724.90	\$ 0.00
Capital Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTALS</b>	\$ 27,653,927.94	\$ 26,930,954.45	\$ 722,973.49



**MINUTES AND RESOLUTION AUTHORIZING ISSUANCE OF BONDS**

Pursuant to notice given under the Open Meeting Act, the Board of Education of Independent School District Number 1 of McClain County, State of Oklahoma, met in special session in the Administrative Office Board Room, 101 North Main, Newcastle, Oklahoma in said school district on the 21st day of September, 2022, at 5:30 P.M.

PRESENT:

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of McClain County, Oklahoma at \_\_\_\_\_.m. on the \_\_\_\_ day of \_\_\_\_\_, 2022, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the front of the Administrative Building in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at \_\_\_\_\_.m. on the \_\_\_\_ day of September, 2022, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

Notice of said meeting and agenda have also been posted on the School District's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

**(OTHER PROCEEDINGS)**

Thereupon \_\_\_\_\_ introduced a Resolution by reading the Title, and upon motion by \_\_\_\_\_ seconded by \_\_\_\_\_, said Resolution was adopted by the following vote:

Aye:

Nay:

Said Resolution was thereupon signed by the President, attested by the Clerk, sealed with the seal of said School District, and is as follows:

**RESOLUTION**

A RESOLUTION PROVIDING FOR THE ISSUANCE OF THE GENERAL OBLIGATION COMBINED PURPOSE BONDS, SERIES 2022, IN THE SUM OF \$810,000, BY INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF MCCLAIN COUNTY, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; DEEMING THE PRELIMINARY OFFICIAL STATEMENT "FINAL" FOR THE PURPOSES OF SEC RULE 15(C)2-12; AFFIRMING THE SCHOOL DISTRICT'S INTENTION TO ASSIST UNDERWRITERS IN COMPLYING WITH SEC RULE 15C2-12(B)(5); PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF;

PROVIDING LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME; AND FIXING OTHER DETAILS OF THE ISSUE.

WHEREAS, on the 23rd day of August, 2022, pursuant to notice duly given, an election was held in Independent School District Number 1 of McClain County, Oklahoma, for the purpose of submitting to the registered qualified electors of such District the question of the issuance of the Bonds of said District in the sum of \$77,025,000 (Proposition #1) to provide funds for the purpose of acquiring school sites, constructing, repairing, remodeling and equipping school buildings, and acquiring school furniture, fixtures and equipment; or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; and \$2,725,000 (Proposition #2) for the purpose of acquiring transportation equipment (including auxiliary transportation equipment and safety upgrades to certain transportation equipment); or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; and

WHEREAS, as shown by the canvass of the returns by the County Election Board of McClain County, Oklahoma, at said election there were cast by the registered qualified electors of said School District 2,409 votes for Proposition #1, of which 1,655 were in favor of and 754 were against the issuance of said Bonds, and 2,411 votes for Proposition #2, of which 1,695 were in favor of and 716 were against the issuance of said Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Propositions cast their ballots in favor of the issuance of said Bonds, as certified by the County Election Board of McClain County, Oklahoma on the 26<sup>th</sup> day of August, 2022, the issuance has been duly authorized; and

WHEREAS, Independent School District Number 1, of McClain County, Oklahoma has previously determined to sell the approved Bonds in separate series, and

WHEREAS, Independent School District Number 1 of McClain County, Oklahoma desires to issue at this time \$465,000 of the authorized Building Bonds (Proposition #1) and \$345,000 of the authorized Transportation Equipment Bonds (Proposition #2), and such bonds shall be known as the \$810,000 General Obligation Combined Purpose Bonds, Series 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF MCCLAIN COUNTY, OKLAHOMA:

SECTION 1. That there are hereby ordered and directed to be issued the bonds of said School District in accordance with the forms hereinafter set out, in the aggregate amount of Eight Hundred Ten Thousand Dollars (\$810,000), which said Bonds shall be designated "General Obligation Combined Purpose Bonds, Series 2022" shall be dated November 1, 2022, and become due and payable and bear interest from their date until paid as follows:

\$810,000 maturing on November 1, 2025 at \_\_\_\_\_%  
Payable semi-annually on the 1st day of May and November each year, commencing on the 1st day of May, 2024. The bonds are issuable as registered Bonds in denominations of \$5,000 or any multiple thereof.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

**UNITED STATES OF AMERICA**  
**STATE OF OKLAHOMA**

No.      \$                     

Independent School District Number 1 of McClain County, Oklahoma  
General Obligation Combined Purpose Bonds, Series 2022

Interest Rate:                      Maturity Date:                      Dated:                      Cusip No.:

KNOW ALL MEN BY THESE PRESENTS: That Independent School District Number 1 of McClain County, Oklahoma, a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

CEDE & Co, as nominee of THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK, or registered assigns, (hereinafter called the "Registered Holder"),

registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of May and the 1st day of November, respectively, in each year, beginning May 1, 2024.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of UMB Bank, n.a., (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record and before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent.

THE FULL FAITH, CREDIT, AND RESOURCES of said District are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, denomination, and terms of redemption, totaling the principal sum of Eight Hundred Ten Thousand Dollars (\$810,000). This Bond, authorized on August 23, 2022, and the Bonds of the issue of which it is one, are issued for (i) \$465,000 to provide funds for the purpose of acquiring school sites, constructing, repairing, remodeling and equipping school buildings, and acquiring school furniture, fixtures and equipment; or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; and (ii) \$345,000 to provide funds for the purpose of acquiring transportation equipment (including auxiliary transportation equipment and safety upgrades to certain transportation equipment); or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; all pursuant to Section 26, Article 10, of the Constitution, and Title 70 Chapter XV, Oklahoma

Statutes, 2011, and other statutes of the State supplementary and amendatory thereto. The Bonds are not subject to redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent, who shall also act as the Registrar of the School District, on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15) day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said District, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said School District has caused this Bond to be signed by the President of the Board of Education, attested by its Clerk, and sealed with the seal thereof this 1st day of November, 2022.

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education

(SEAL)

**Authentication Certificate**

This Bond is one of the Bonds of the issue described in the Transcript of Proceedings prepared for this Bond issue, and is one of the General Obligation Combined Purpose Bonds, Series 2022, of Independent School District Number 1 of McClain County, Oklahoma.

Date of Registration and Authentication.

\_\_\_\_\_  
By: Authorized Officer

State of Oklahoma        )  
                                      )SS.  
County of McClain        )  
County of Grady         )

We, the undersigned, District Attorney and County Clerks, respectively, of said County, in said State, in which the within named District is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named District pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said District by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seal of said County this 1st day of November, 2022.

\_\_\_\_\_  
County Clerk  
McClain County, Oklahoma

\_\_\_\_\_  
District Attorney  
District Number 21

(SEAL)

\_\_\_\_\_  
County Clerk  
Grady County, Oklahoma

\_\_\_\_\_  
District Attorney  
District Number 6

(SEAL)

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer such Bond on the books kept for registration and transfer of with within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature guaranteed by:



proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purposes set out in the Bond in Section 2 hereof. The School District certifies and covenants that none of the proceeds of the Bonds described herein will be used to pay interest on any lease, lease-purchase contract, lease purchase installments or other obligations, nor will Bond proceeds be used in violation of applicable provisions of the Oklahoma Constitution and Laws.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of School District. The School District covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the School District.

SECTION 5. The Registrar for all registered Bonds issued pursuant to this Resolution shall be UMB Bank, n.a., which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be canceled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$5,000 or any whole multiple thereof. The Registrar shall not be required to make such transfer after the fifteenth (15) day preceding any interest payment date until after said latter date.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes, Section 582(13)(b), whereby books shall be maintained on behalf of the School District by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds, which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2023 a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said School District, in addition to all other taxes, said sinking fund to be designated "General Obligation Combined Purpose Bonds, Series 2022, Sinking Fund." Said tax shall be and is hereby ordered certified, levied, and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Preliminary Official Statement dated September 12, 2022 (the "Preliminary Official Statement") outlining the terms, conditions and security for the Bonds, is hereby adopted and approved and the President of the Board of Education is authorized to approve any corrections, additions or deletions thereto for and on behalf of the Board of Education and is further authorized and directed to execute and deliver same for and on behalf of the Board of Education; provided further, that the information contained in said Preliminary Official Statement with respect to the School District is correct in all material respects and such information does not contain any untrue statements of a material fact and does not omit to state a material fact necessary to make the statements made in such Preliminary Official Statement, in light of the circumstances in which they were made, not misleading. The Board of Education hereby deems the Preliminary Official Statement "near final" in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. The Board of Education authorizes the Underwriter to distribute the Preliminary Official Statement in connection with the sale of the General Obligation Combined Purpose Bonds, Series 2022.

SECTION 9. The Board of Education determines and intends to provide, for the benefit of the Bondholders, certain financial information and operating data relating to the School District by not later than ten months following the end of its fiscal year (the "Annual Financial Information"), and to provide notices of the occurrence of certain enumerated events. The Annual Financial Information will be filed by the School District with each Nationally Recognized Municipal Securities Information Repository (NRMSIR). The notices of material events will be filed by the School District with either each NRMSIR or the Municipal Securities Rulemaking Board and each State Repository. The specific nature of the information to be contained in the Annual Financial Information or the notices of material events is included in the Continuing Disclosure Agreement adopted by the Board. These covenants have been made in order to assist the Underwriters in complying with SEC Rule 15c2-12(b)(5). Concurrent with the approval of the Resolution Authorizing Issuance of Bonds, the School District will execute a Continuing Disclosure Agreement detailing its disclosure obligations to Bondholders.

ADOPTED AND APPROVED THIS 21<sup>ST</sup> DAY OF SEPTEMBER, 2022.

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education

(SEAL)

State of Oklahoma        )  
                                  )SS.  
County of McClain        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 1 of McClain County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the issuance of bonds for the purpose therein set out adopted by the said Board and transcript of proceedings of said Board had at a special meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of bonds therein described as the same appears on record in my office.

WITNESS my hand and official seal this 21st day of September, 2022.

\_\_\_\_\_  
Clerk, Board of Education

(SEAL)

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF MCCLAIN COUNTY, STATE OF OKLAHOMA (THE "SCHOOL DISTRICT"), MET IN SPECIAL SESSION IN THE BOARD ROOM AT THE NEWCASTLE PUBLIC SCHOOLS ADMINISTRATION OFFICE, 101 NORTH MAIN STREET, NEWCASTLE, OKLAHOMA, 73065, IN SAID SCHOOL DISTRICT ON THE 21<sup>ST</sup> DAY OF SEPTEMBER, 2022, AT 5:00 P.M.

PRESENT:

ABSENT:

Notice of this Special Meeting was given in writing to the County Clerk of McClain County, Oklahoma at 1:40 o'clock p.m. on the 2<sup>nd</sup> day of September, 2022, forty-eight (48) hours or more prior to this meeting and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of September, 2022, by posting on the School District's Internet website ([www.newcastle.k12.ok.us](http://www.newcastle.k12.ok.us)) the date, time, place and agenda for the meeting in accordance with [Section 3106.2 of Title 74](#) of the Oklahoma Statutes, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (101 North Main Street, Newcastle, Oklahoma, 73065) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the President introduced a Resolution, which was read by title by the Clerk and upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, said Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the President or Vice President, attested by the Clerk or Deputy Clerk, sealed with the seal of said School District and is as follows:

[Resolution Begins on Next Page]

A RESOLUTION APPROVING A LEASE PURCHASE AGREEMENT PERTAINING TO THE ACQUISITION AND FINANCING OF IMPROVEMENTS TO SCHOOL BUILDINGS AND FACILITIES; APPROVING AN ESCROW AND PAYING AGENT AGREEMENT; APPROVING THE FORMS OF LEASE PURCHASE AGREEMENT, GROUND LEASE AGREEMENT, TAX REGULATORY AGREEMENT, CONTINUING DISCLOSURE AGREEMENT, AND OFFICIAL STATEMENT; APPROVING OTHER DOCUMENTS AND CERTIFICATES RELATED THERETO; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, Independent School District No. 1 of McClain County, State of Oklahoma (the “District”) desires to finance the costs of improving or acquiring school sites, constructing, repairing, remodeling and equipping school buildings, and acquiring school furniture, fixtures and equipment, along with related costs, as outlined on Exhibit A and Exhibit G to the hereinafter referenced Lease Purchase Agreement (collectively, the “Projects”); and

WHEREAS, the District intends to enter into a Ground Lease Agreement (the “Ground Lease Agreement”) with the Newcastle Educational Facilities Authority, an Oklahoma public trust with the City of Newcastle, Oklahoma, as its beneficiary, or such other duly authorized Oklahoma public trust as may be designated by the President of the District (such public trust referred to herein as the “Authority”), for the purpose of conveying a leasehold interest in certain real property to the Authority upon which components of the Project may be constructed; and

WHEREAS, the Authority intends to issue its bonds and/or notes in one or more series in the aggregate original principal amount of not to exceed \$60,000,000 (collectively referred to herein as the “Bonds”) for the purpose of acquiring the hereinafter referenced Lease Purchase Agreement, with said Bonds to be repaid from the Acquisition Payments and/or Rental Payments described in the Lease Purchase Agreement; and

WHEREAS, the District intends to enter into a Lease Purchase Agreement (the “Lease Purchase Agreement”) with the Authority, whereby the Authority will cause to be constructed the Project, and will lease said Project to the District for its use and benefit, with the repayment terms of said Lease Purchase Agreement based upon the terms of a bond purchase agreement for purchase of the Bonds; and

WHEREAS, it is contemplated that there will be multiple Project components that will be bid separately and as said components are bid and said bids are accepted, supplemental schedule(s) with a detailed listing of said components will be executed by the parties to the Lease Purchase Agreement and said supplemental schedule(s) will be attached as an exhibit to the Lease Purchase Agreement; and

WHEREAS, funds received by the District at closing of the Lease Purchase Agreement will be deposited with BancFirst, Oklahoma City, Oklahoma, as escrow agent (the “Escrow Agent”), pursuant to an Escrow and Paying Agent Agreement (the “Escrow Agreement”), by and among the District, the Authority, and the Escrow Agent; and

WHEREAS, General Obligation Bonds of the District in the amount of not to exceed \$77,025,000 were authorized to be issued at an election held on August 23, 2022; and

WHEREAS, it is the intention of the District to issue a portion of said General Obligation Bonds in several series beginning not later than September 30, 2023, and concluding not later than September 30, 2033, to pay the Acquisition Payments and applicable Rental Payments due on the Lease Purchase Agreement at or prior to the Maximum Term of October 1, 2033, as more specifically set forth in the Lease Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 1 OF MCCLAIN COUNTY, STATE OF OKLAHOMA:

Section 1. Lease Purchase Agreement. The form of the Lease Purchase Agreement between the Authority, as lessor, and the District, as lessee, is hereby approved. Acquisition Payments and/or Rental Payments in connection with said Lease Purchase Agreement shall be payable annually on each October 1, beginning October 1, 2023, based upon an imputed interest rate of not to exceed 5.0% per annum. The original principal component of the Lease Purchase Agreement shall not exceed \$60,000,000, the Maximum Term of the Lease Purchase Agreement shall end not later than October 1, 2033, and Acquisition Payments shall be paid in several installments as set forth on Schedule A attached hereto, corresponding to the acquisition of Real Property and/or Equipment, all as more specifically set forth in the Lease Purchase Agreement. Supplemental schedule(s) shall be attached from time to time as Exhibit A to the Lease Purchase Agreement for the purpose of detailing the real property and/or equipment items purchased with proceeds of the Lease Purchase Agreement, and said supplemental schedule(s) shall be executed by the President, or in the President's absence, the Vice President, and shall not require further approval by the District.

Section 2. Escrow Agreement. The form of the Escrow and Paying Agent Agreement by and among the District, the Authority, and the Escrow Agent is hereby approved.

Section 3. Ground Lease Agreement. The form of the Ground Lease Agreement by and between the District, as lessor, and the Authority, as lessee, is hereby approved.

Section 4. Tax Regulatory Agreement. The District hereby approves the execution of a Tax Regulatory Agreement, which pertains to compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"). The District directs that the Chief Financial Officer, Treasurer, or other appropriate personnel of the District shall be the individual assigned to monitor compliance with the provisions of the Tax Regulatory Agreement, for the purpose of ensuring that interest on the Bonds to be issued by the Authority shall be excluded for purposes of federal income taxation.

Section 5. Continuing Disclosure Agreement and Official Statement. To the extent required by the Authority in connection with the issuance of the Authority's Bonds, the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively) are authorized to execute a Continuing Disclosure Agreement in an appropriate form, as a material inducement to the Purchaser(s) of the Bonds. The School District hereby covenants and agrees that it will comply with and carry out all of the provisions of said Continuing Disclosure Agreement.

Notwithstanding any other provision of this Resolution, failure of the School District to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the School District to comply with its obligations under this Section. “Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement executed by the School District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

If required pursuant to the Continuing Disclosure Agreement, School District hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the School District in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the School District to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System (“EMMA”) @ [www.emma.msrb.org](http://www.emma.msrb.org).

The School District authorizes the use of an Official Statement or other offering materials in connection with the sale of the Bonds by the Purchaser(s) thereof.

Section 6. Execution and Approval of Necessary Documents. The President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively), are hereby authorized and directed on behalf of the District to approve and execute all necessary legal documents, tax certificates and closing papers required by legal counsel; to approve any changes to the documents approved hereby; and to execute, record and file any and all the necessary financing statements, security instruments, including but not limited to the documents approved hereby and to consummate the transaction contemplated hereby, the execution and delivery of all such documents by the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively), being conclusive as to the approval by the District thereof.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF SEPTEMBER, 2022.

(SEAL)

ATTEST:

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Clerk, Board of Education

STATE OF OKLAHOMA    )  
  )  
COUNTY OF MCCLAIN    )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 1 of McClain County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution adopted by said Board and transcript of proceedings of said Board at a special meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the public notice of the special meeting of the governing body of Independent School District Number 1 of McClain County, Oklahoma having been given in writing to the County Clerk of McClain County, Oklahoma, at 1:40 o'clock p.m. on the 2<sup>nd</sup> day of September, 2022, forty-eight (48) hours or more prior to this meeting and the public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of September, 2022, by posting on the School District's Internet website ([www.newcastle.k12.ok.us](http://www.newcastle.k12.ok.us)) the date, time, place and agenda for the meeting in accordance with [Section 3106.2 of Title 74](#) of the Oklahoma Statutes, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (101 North Main Street, Newcastle, Oklahoma, 73065) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 21<sup>st</sup> day of September, 2022.

(SEAL)

\_\_\_\_\_  
Clerk, Board of Education

## SUBLEASE PURCHASE AGREEMENT

THIS SUBLEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of ~~July 14~~November, 2022, by and between ~~The the Clinton Public Works~~Newcastle Educational Facilities Authority, as Lessor (the “Lessor”), and Independent School District No. 99-1 of CusterMcClain 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 Sublease Purchase Agreement dated as of ~~July 14~~November, 2022, and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Bonds**” shall mean that certain issue of Educational Facilities Lease Revenue Bonds (~~Clinton~~Newcastle Public Schools Project) Series 2022 dated ~~July 14~~November, 2022, and issued in the original principal amount of ~~\$30,885,000.00~~\$ by the Lessor for the purpose of acquiring 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.

“**Development Agreement**” means collectively that certain Development Agreement dated as of ~~July 14~~November, 2022, by and between the Lessor and the Lessee, as the same may be amended from time to time, which sets forth the duties, obligations, and responsibilities of each party in regard to the construction of the Project, and which Development Agreement is herein incorporated by reference.

“**Escrow Agent**” means ~~BOKE, NA~~BancFirst, Oklahoma City, Oklahoma.

“**Escrow Agreement**” means that certain Escrow and Paying Agent Agreement dated as of ~~July 14~~November, 2022, 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.

**“Ground Lease”** shall mean that certain Ground Lease Agreement dated as of ~~July 14~~November \_\_\_, 2022, by and between Independent School District No. 1 of ~~CusterMcClain~~ County, State of Oklahoma, as lessor, and ~~The the Clinton Public Works~~Newcastle Educational Facilities Authority, as lessee, pertaining to the Real Property upon which the Project components will be constructed and leased pursuant to this Agreement.

**“Indenture”** shall mean that certain Bond Indenture dated as of ~~July 14~~November \_\_\_, 2022, by and between the Lessor and ~~BOKF, NABancFirst~~, as Trustee Bank, authorizing the issuance of and securing the Bonds.

**“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 “Acquisition Payments” or “Rental Payments” 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 acquisition payments or rental payments are due.

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

**“Project”** means the costs of construction of and improvements to facilities of the Lessee along with acquisition and installation of equipment at various Lessee facilities.

**“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 acquisition payments 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-III~~        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.

“**Trustee Bank**” means ~~BOKF, NABancFirst~~, Oklahoma City, Oklahoma.

“**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, 2021. Lessee has experienced no material change in its financial condition since June 30, 2021.

(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 acquisition payments 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. Not more than 10 months after the close of each fiscal year of the Lessee, the Lessee shall furnish to the Trustee Bank and any requesting holder(s) of the Bonds a report which includes financial statements prepared by the Lessee and audited by the 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, as amended, Section 212A (B).

**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 and the Bonds, 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 Bonds is excluded from the gross income of the holder(s) of the Bonds 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 Bonds to be included in the gross income of the holder(s) of the Bonds 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 1<sup>st</sup> and ending on June 30<sup>th</sup> (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, 2023) 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 rental payments 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 at least three (3) business days prior to the Payment Date for deposit to the Payment Sub-account established under the Escrow Agreement, and the Escrow Agent shall then remit the Payment to the Trustee Bank on behalf of 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 Oklahoma City, 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 Bonds, Lessee agrees that it shall transfer or cause to be transferred such Payments to the Trustee Bank on behalf of the Lessor not later than the business day immediately preceding the scheduled Payment Date.

In addition to the Payments, Lessee shall reimburse Lessor (or to the Trustee Bank at the written direction of the Lessor or the Trustee Bank), the following (the "Additional Payments") within thirty (30) days of receipt of written itemized invoices for the same from Lessor or Trustee Bank on behalf of Lessor:

(a) Any sums in excess of the Rental Payments specified in the Payment Schedule for the use of the Project necessary for the Lessor to punctually pay all its obligations in accordance with the terms of the Indenture;

(b) Any sums which the Lessor shall be obligated to pay pursuant to the terms of this Agreement, by reason of any default or delay in payment of sums due hereunder, but only if such delay or default results from the default or breach by Lessee of the terms, conditions and covenants of this Agreement;

(c) Any sums expended by the Lessor or Trustee Bank to insure the Property on Lessee's failure to maintain insurance in accordance with this Agreement or to otherwise cure any defaults by Lessee under this Agreement;

(d) The sum of one tenth of one percent (0.1%) (said amount along with any annual trustee/escrow agent fee shall collectively be referred to as the "Annual Fee", and said Annual Fee shall be due and payable each October 1 commencing October 1, 2023) of the amount of the

outstanding principal on the Bonds as of each annual anniversary date of this Agreement to defray the administrative costs, and additionally the sum of any pro rata audit costs of Lessor attributable to the Project, and in addition, the sum of any rebate calculations, rebate determination or rebate payment costs or opinions attributable to the Project, and any fees and expenses, including those incurred by federal and state investigations, examinations, or audits of Lessor attributable to the Project, which payments may be made from interest income derived from accounts or funds created pursuant to the Indenture or from other funds of the Lessee; provided however, any amounts of this administrative fee not required for the referenced costs shall be returned to the Lessee upon payment of all obligations due under this Agreement; and

- (e) All fees and expenses of the Trustee Bank payable by the Lessor under the Indenture.

**Section 10. Principal and Interest Components.** As set forth on the Payment Schedule, a portion of each Payment is paid as, and represents payment of, rental costs of the Property (*i.e.*, the “Rental Payments”), and a portion of each Payment reflects the acquisition cost of the Property (or portion thereof) (*i.e.*, the “Acquisition Payments”). For purposes of the Federal tax treatment of this Agreement, certain portions of the Payments shall be treated as interest and shall be referred to in the Tax Regulatory Agreement as the “Interest Component”, and certain portions of the Payments shall be referred to in the Tax Regulatory Agreement as the “Principal Component”, all as more fully set forth in the Tax Regulatory Agreement.

**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 funds 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. Ground Lease Agreement.** At, or prior to the execution hereof, Lessee shall lease to Lessor, pursuant to that certain Ground Lease Agreement dated as of ~~July 14~~November \_\_\_\_, 2022, covering certain real property as described therein located in ~~Custer~~McClain County, Oklahoma (the "Ground Lease Agreement"). The Lessor shall be responsible for the costs and expenses of the Ground Lease Agreement, but only to the extent funds are available for such purpose in the Escrow Fund held under the Escrow Agreement.

**Section 18. Title to the Property.** The right of possession of the Real Property shall vest in the Lessor pursuant to the Ground Lease Agreement, subject to the rights of Lessee under this Agreement. Upon satisfaction of the incremental purchase provisions of Section 31 hereto, or if Lessee exercises its option to purchase under the prepayment provisions of Section 31 hereto, title to the Equipment shall transfer to the Lessee and the Lessor shall release from the Ground Lease the Real Property described therein. 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 prepayment (as set forth in Section 31 hereto) or 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 all respective Rental Payments, 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 Release of Ground Lease Agreement 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 Lessee one or more bills of sale in substantially the form set forth an Exhibit H attached hereto, conveying to the Lessee all of

Lessor's right, title and interest in and to the Equipment, free and clear of all liens and interest of third parties created by, through or under Lessor. The Property shall be transferred 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 and Trustee Bank as a loss payee and additional insured, 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, Trustee Bank, 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 and Trustee Bank from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith 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 OR 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/or 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. Exhibit G attached hereto provides additional detail with respect to the Real Property and/or Equipment scheduled for acquisition as set forth in Exhibit B.

(b) *Optional Prepayment.* 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 date, 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 due on the Bonds; provided, the Lessee's ability to prepay this Agreement shall be expressly limited by the Terms of Redemption applicable to the Bonds as set forth in Section 3.02 of the Indenture.

**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. It is contemplated hereunder that Lessor will assign all right, title, and interest in and to this Agreement and any and all Payments or other amounts derived thereunder to the Indenture as security for the repayment of the Bonds. Lessor and Lessee hereby acknowledge and agree that anything in this Agreement to the contrary notwithstanding, as long as the Indenture or similar security instruments in favor of the Trustee Bank are in force and effect, the following provisions shall apply:

(a) *Consent to Amendment.* There shall be no modification of this Agreement by Lessor or Lessee without the prior written consent of the Trustee Bank.

(b) *Notices to Trustee Bank.* Lessor, upon serving Lessee with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on the Trustee Bank. If Lessor shall serve Lessee with a notice of a failure to comply with any term, covenant, condition, or provision hereof, the Trustee Bank shall then have the same period after service of the notice on it as is given to Lessee hereunder to remedy or cause to be remedied such failure, and Lessor shall accept performances by or at the instigation of any Trustee Bank as if it had been done by Lessee. Any notice required to be given to any Trustee Bank shall be in accordance with Section 38 hereof.

(c) *Curative Rights of Trustee Bank.* In addition to the rights granted to the Trustee Bank under subsection (b) of this Section, the Trustee shall have an additional period of ninety (90) days to remedy or cause to be remedied any Event of Default of which it shall receive notice.

(d) *Assignment.* Lessor agrees that, in the event of any enforcement of remedies under the Indenture by the Trustee Bank, either by judicial proceedings, under power of sale or otherwise, all right, title and interest encumbered by the Indenture may, without the consent of Lessor, be assigned to and vested in the Trustee Bank or to such other party as Trustee Bank is entitled to convey such rights and interests.

(e) *Limitation on Liability of Trustee Bank.* Notwithstanding any other provision of this Agreement, Lessor and Lessee agree that the Trustee Bank shall in no manner or respect whatsoever be (i) liable or responsible for any of Lessee's obligations or covenants under this Agreement (nor shall any rights of such Trustee Bank be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any Event of Default; provided, however, that if such Trustee Bank elects to become becomes the successor to Lessor's interests in this Agreement after the occurrence of an Event of Default under the Indenture, then such Trustee Bank shall be responsible and liable for all obligations and covenants accruing during such Trustee Bank's tenure as Lessor's successor. Notwithstanding the foregoing, the liability of a Trustee Bank with respect to its obligations under this Agreement shall be non-recourse as to such Trustee Bank and limited to its interest in the Agreement.

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, including the Trustee Bank, to protect its interest in the Property and in this Agreement and agrees to file or cause to be filed all financing statements with respect to the Property and this Agreement. The Trustee Bank shall file continuation statements with respect to each initial financing statement filed by the Lessee provided a copy of the initial financings statement is timely delivered to the Trustee Bank, and the Trustee Bank shall be fully protected in relying on such initial filing and description in filing any continuation statements pursuant to this Section. 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 Escrow Agent. As required herein, notices shall also be given when required to the Escrow Agent and/or the Trustee Bank at the following address:

If to Trustee: ~~BOKF, NABancFirst~~  
~~499 W. Sheridan Ave~~100 N. Broadway-, Suite ~~2600~~1400  
Oklahoma City, Oklahoma 73102  
Attention: Corporate Trust Department  
Tele. No. (405) ~~272-2104~~218-4645  
Fax No. (405) ~~936-3964~~270-4787

**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. Arbitration.** At the request of either party, and to the extent permitted by applicable law, any claims under this Agreement shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding that the Agreement, or documents executed in connection therewith, may provide that it is governed by the laws of the State of Oklahoma.

**Section 47. 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. ~~99~~1 OF  
~~CUSTER~~MCCLAIN COUNTY, STATE OF  
OKLAHOMA (“LESSEE”)

By: \_\_\_\_\_

Name: ~~Dr. Floyd Simon, Jr.~~John Maker

Title: President

Address for notices:

~~1720 Opal Avenue~~101 North Main Street  
~~Clinton~~Newcastle, OK ~~73604~~73065

~~THE CLINTON PUBLIC WORKS~~NEWCASTLE  
~~EDUCATIONAL FACILITIES~~ AUTHORITY  
 (“LESSOR”)

By: \_\_\_\_\_

Name: ~~David Berrong~~Karl Nail

Title: Chairman

Address for notices:

~~415 Gary Blvd.~~P.O. Box 179  
~~Clinton~~Newcastle, OK ~~73604~~73065

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STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF CUSTERMCCLAIN )

This instrument was acknowledged before me on the ~~5<sup>th</sup>~~ \_\_\_ day of ~~July~~November, 2022, by ~~Dr. Floyd Simon, Jr.~~John Maker, President of the Board of Education of Independent School District No. ~~99-1~~ of CusterMcClain County, Oklahoma (~~ClintonNewcastle~~ Public Schools), an independent school district organized and existing under the laws of the State of Oklahoma, on behalf of said School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires 08/26/2024.  
Commission No. 04007771.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF CUSTERMCCLAIN )

This instrument was acknowledged before me on the ~~5<sup>th</sup>~~ \_\_\_ day of ~~July~~November, 2022, by ~~David Karl Nail~~Berrong, Chairman of Trustees of ~~The the Clinton Public Works~~Newcastle Educational Facilities Authority, a public trust organized and existing under the laws of the State of Oklahoma, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires 08/26/2024.  
Commission No. 04007771.

**EXHIBIT A TO SUBLEASE PURCHASE AGREEMENT**  
**FORM OF 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**

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:

All right, title, and interest of the Lessor in the following described real property situated in Custer~~McClain~~ County, Oklahoma, to wit:

**Tract I:**

**Tract II:**

**~~Tract I: Nance Elementary School~~**

~~All of Block Six (6), Shoe Boy Addition to the City of Clinton (Parcel ID No. 1210-00-006-000-0-000-00)~~

~~And~~

~~All of Block Seven (7), Shoe Boy Addition to the City of Clinton (Parcel ID No. 1210-00-007-000-0-000-00)~~

**~~Tract II: Southwest Elementary School~~**

~~All of Block 9, Arcadia Garden, a sub-division of the North Half of the Northeast Quarter of Section 22, Township 12 North, Range 17, W.I.M., Custer County, Oklahoma, EXCEPT the following described tract: Beginning at the Northeast corner of said Block 9, thence South along the East boundary line of said Block 9 a distance of 160 feet, thence West parallel to the North boundary line of said Block 9 a distance of 172.6 feet, thence North parallel to the East boundary line of said Block 9 a distance of 160 feet to the North boundary line of said Block 9, thence East along the North boundary line of said Block 9 a distance of 172.6 feet to the point of beginning. (Parcel ID No. 0740-00-009-000-0-000-00)~~

~~And~~

~~The surface and surface rights only in and to a tract of land located in Block 9 according to the recorded plat of Blocks 8 & 9, Arcadia Garden, Clinton, Oklahoma, a subdivision of the North Half of the Northeast Quarter of Section 22, Township 12 North, Range 17, W.I.M., Custer County, Oklahoma,, (which subdivision is sometimes referred to as being Arcadia Garden Addition to Clinton, Custer County, Oklahoma) which tract is more particularly described as follows: Beginning at the Northeast corner of said Block 9 as shown in the recorded plat of Blocks 8 & 9, Arcadia Garden, thence South along the East boundary line of said Block 9 a distance of 160 feet, thence West parallel to the North boundary line of said Block 9 a distance of 142.62 feet, thence North parallel to the East boundary line of said Block 9 a distance of 160 feet to the North boundary line of said Block 9, thence East along the North boundary line of said Block 9 a distance of 142.62 feet to the point of beginning. (Parcel ID No. 0740-00-009-000-0-00A-00)~~

**~~Tract III: High School (location of new Junior High Campus)~~**

~~A tract in the Southwest Quarter of the Northeast Quarter of Section 22, Township 12 North, Range 17, W.I.M., Custer County, Oklahoma, more particularly described as follows: Beginning at a point on the half-section line 1425 feet South of the Northwest corner of said Northeast Quarter of said Section 22, thence South along said half section line 1195 feet to the Southwest corner of said Northeast Quarter, thence East along the South boundary line of said Northeast Quarter 1314.3 feet, thence North 1192 feet to a point 50 feet South of the center of the main line of the Clinton & Oklahoma West Railway (now Panhandle and Santa Fe Railway), thence South 88 degrees 8 minutes West 50 feet from and parallel to said center of the main line of said Railway 668 feet, thence in a Southwesterly direction 50 feet from and parallel to the center line of said Railway line 1121 feet, thence West 100 feet, thence in a Northwesterly direction 50 feet from and parallel to the center line of said Railway 953.4 feet to the point of beginning, containing 31.54 acres, more or less.~~

~~And~~

~~Beginning at the Southeast corner of Block 17 of Sights Acres Addition to Clinton, Oklahoma, said Southeast corner being also the southwest corner of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 22, Township 12 North, Range 17 West of the Indian Meridian; Thence North 1227.4 feet to A.T. & S.F. Railroad Right of Way; Thence west along A.T. & S.F. Railroad Right of Way, a distance of 499.16 feet to the east right of way line of the United States Interstate Highway (Hwy. 66); Thence Southerly along said East Right of Way line, on a curve of Radius 5629.3 feet for a distance of 1053.01 feet; Thence South along said same East Right of Way for a distance of 242.19 feet; Thence easterly along the south boundary of Block 17 of Sights Acres Addition to Clinton, Oklahoma, for a distance of 593 feet to the point of beginning, containing 16.70 Acres & Subject to a part of Judy Trail, a dedicated street in Sights Acres Addition to Clinton, Oklahoma. (Parcel ID No. 1320-00-000-000-0-008-60)~~

~~And~~

~~All that certain tract or parcel of land situated in the southwest quarter of the northeast quarter of Section 22, Township 12 North, Range 17 West at Clinton, Custer County, Oklahoma, more particularly described as follows:~~

~~Beginning at the point of intersection of a line concentric with and 50 feet southerly from, measured normal to, the center line of The Clinton and Oklahoma Western Railroad Company's main track as same was located and constructed, and the west line of the northeast quarter of said Section 22, distant 1394 feet south of the northwest corner of the northeast quarter of said Section 22;~~

~~Thence easterly on a curve to the left having a radius of 1482.69 feet and concentric with the center line of said main track, a distance of 477.8 feet to a point of tangency;~~

~~Thence continuing easterly tangent to last described course and parallel with the center line of said main track, a distance of 272.2 feet;~~

~~Thence in a southwesterly direction on a curve to the left having a radius of 712.73 feet, a distance of 79.11 feet to a point of tangency;~~

~~Thence continuing in a southwesterly direction tangent to last described course, a distance 7.19 feet to a point of curve;~~

~~Thence in a generally southwesterly direction on a curve to the left having a radius of 355.5 feet, a distance of 475.65 feet to a point of tangency;~~

~~Thence continuing in a southwesterly direction tangent to last described course, a distance of 7.0 feet to a point of curve;~~

~~Thence continuing in a southwesterly direction on a curve to the left having a radius of 626.15 feet, a distance of 52.06 feet to a point of tangency;~~

~~Thence south tangent to last described course, a distance of 500 feet;~~

~~Thence west at right angles, a distance of 100 feet;~~

~~Thence north at right angles, a distance of 500 feet to a point of curve;~~

~~Thence in a general northwesterly direction on a curve to the left having a radius of 626.15 feet, a distance of 52.06 feet to a point of tangency;~~

~~Thence continuing in a northwesterly direction tangent to last described course, a distance of 7.0 feet to a point of curve;~~

~~Thence continuing in a northwesterly direction on a curve to the left having a radius of 330.13 feet, a distance of 210 feet, to a point of compound curve;~~

~~Thence continuing in a northwesterly direction on a curve to the left having a radius of 1148.17 feet, a distance of 232.46 feet, more or less, to a point in the west line of the northeast quarter of said Section 22;~~

~~Thence north along the west line of the northeast quarter of said Section 22, a distance of 31 feet to the point of beginning.~~

~~The tract of land above described contains an area of 3.25 acres, more or less, and is the same land acquired by said Railway Company from Frank Kell, Trustee, by deed dated October 1, 1917, ad recorded in Book 24, Page 282, of the deed records of Custer County; (Parcel ID No. 1320-00-000-000-0-009-90)~~

~~LESS AND EXCEPT:~~

~~A strip, piece or parcel of land described by metes and bounds as follows: Beginning at a point 92.7 feet South of the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 22, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma; thence South 37 feet; thence South 84 $\frac{1}{2}$  degrees East (S. 84 $\frac{1}{2}$ °E.) for a distance of 320 feet to a point on the Northerly boundary line of the Clinton School Property; thence Northwesterly along said Northerly boundary line of Clinton School Property and along a curve to the right with a radius of 1482.4 feet for a distance of 326 feet to the point of beginning.~~

~~AND LESS AND EXCEPT:~~

~~A strip, piece or parcel of land described by metes and bounds as follows: Beginning at a point 92.7 feet South of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 22, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma; thence South 37 feet; thence North 84 $\frac{1}{2}$  degrees West (N. 84 $\frac{1}{2}$ °W.) for a distance of 502 feet to the Easterly Right of way line of Gary Freeway (US Highway No. 66); thence Northeasterly on a curve to the right with a radius of 5,629.6 feet and along said Easterly right of way line of Gary Freeway for a distance of 37 feet; thence Easterly on a curve to the right with a radius of 955.4 feet and along the Northerly boundary line of the Clinton School Property for a distance of 505.2 feet to the point of beginning.~~



**EXHIBIT C TO SUBLEASE PURCHASE AGREEMENT**

**[RESERVED]**

**EXHIBIT D TO SUBLEASE PURCHASE AGREEMENT**

**CLOSING CERTIFICATE OF THE LESSEE**

[See Tab 19 of the Transcript of Proceedings]

**EXHIBIT E TO SUBLEASE PURCHASE AGREEMENT**

**OPINION OF COUNSEL**

[See Tab 13 of the Transcript of Proceedings]

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

[See Tab 5 of the Transcript of Proceedings]

**EXHIBIT G TO SUBLEASE PURCHASE AGREEMENT**

**Property Component Descriptions**

The following groups reflect the Real Property and/or Equipment that will be acquired on each Payment Date upon payment of the respective Acquisition Payment. All cost amounts represent an approximate allocable cost based on preliminary construction estimates, and may vary depending on final project component costs. Certain estimated construction cost amounts may be supplemented from other sources of funding available to the Lessee.

**COMPONENT A      October 1, 2023                      \$**

- Equipment acquired and placed in service at \_\_\_\_\_, including \_\_\_\_\_ (estimated construction costs of \$ \_\_\_\_\_), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.

**COMPONENT B      October 1, 2024                      \$**

- Improvements upon Real Property comprising \_\_\_\_\_ (estimated construction costs of \$ \_\_\_\_\_), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract \_\_\_\_\_ described therein.

**COMPONENT C      October 1, 2025                      \$**

- \_\_\_\_\_

**COMPONENT D      October 1, 2026                      \$**

- \_\_\_\_\_

**COMPONENT E      October 1, 2027                      \$**

- \_\_\_\_\_

**COMPONENT F      October 1, 2028                      \$**

- \_\_\_\_\_

**COMPONENT G      October 1, 2029                      \$**

- \_\_\_\_\_

**COMPONENT H      October 1, 2030                      \$**

- \_\_\_\_\_

**COMPONENT I      October 1, 2031      \$**

•

**COMPONENT J      October 1, 2032      \$**

•

**COMPONENT K      October 1, 2033      \$**

•

**~~COMPONENT A~~      ~~October 1, 2023~~      ~~\$1,835,000~~**

• ~~Equipment acquired and placed in service at Clinton Junior High School and Southwest Elementary School, including lockers (estimated construction costs of \$240,457.52), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**~~COMPONENT B~~ ~~October 1, 2024~~      ~~\$1,885,000~~**

• ~~Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including canopies/awnings (estimated construction costs of \$123,869.61), toilet accessories and partitions (estimated construction costs of \$79,062.56), and signage on other miscellaneous specialties (estimated construction costs of \$72,936.65), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**~~COMPONENT C~~ ~~October 1, 2025~~      ~~\$1,910,000~~**

• ~~Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including fire suppression systems (estimated construction costs of \$456,252.09), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**~~COMPONENT D~~ ~~October 1, 2026~~      ~~\$2,725,000~~**

• ~~Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including aluminum entrances, glass and glazing (estimated construction costs of \$713,475.02), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**~~COMPONENT E~~ ~~October 1, 2027~~      ~~\$2,755,000~~**

• ~~Equipment acquired and placed in service at Clinton Junior High School, including translucent wall panels/Kallwall (estimated construction costs of \$43,364.79), band storage and acoustics (estimated construction costs of \$64,899.38), science casework (estimated construction costs of \$211,134.94), gym equipment (estimated construction costs of \$63,884.38), gym flooring (estimated~~

construction costs of \$93,377.37), gym seating (estimated construction costs of \$64,899.38), food service equipment (estimated construction costs of \$260,245.32), and overhead/coiling counter door (estimated construction costs of \$13,239.00), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.

COMPONENT F October 1, 2028 ————— \$2,790,000

- ————— Equipment acquired and placed in service at Nance Elementary School and Southwest Elementary School, including HVAC system components (estimated construction costs of \$886,052.02), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.

COMPONENT G October 1, 2029 ————— \$2,825,000

- ————— Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including flooring (estimated construction costs of \$982,805.09), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.

COMPONENT H October 1, 2030 ————— \$2,860,000

- ————— Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including doors, frames, and related hardware (estimated construction costs of \$592,933.03) and millwork (estimated construction costs of \$622,805.86), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.

COMPONENT I October 1, 2031 ————— \$2,895,000

- ————— Equipment acquired and placed in service at Clinton Junior High School, including HVAC system components (estimated construction costs of \$1,571,300.52), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.

COMPONENT J October 1, 2032 ————— \$2,930,000

- ————— Improvements upon Real Property comprising a four classroom addition at Southwest Elementary School constructed as a saferoom/storm shelter (estimated construction costs of \$1,671,585.04), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract II described therein.

COMPONENT K October 1, 2033 ————— \$2,970,000

- ————— Improvements upon Real Property comprising a four classroom addition at Nance Elementary School constructed as a saferoom/storm shelter (estimated construction costs of \$1,715,429.71), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract I described therein.

COMPONENT L October 1, 2034 ————— \$3,005,000

- Improvements upon Real Property comprising a four classroom component of the new Clinton Junior High School constructed as a saferoom/storm shelter (estimated construction costs of \$1,715,429.71), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract III described therein.

COMPONENT M — October 1, 2035 — \$3,040,000

- Improvements upon Real Property comprising a six classroom component of the new Clinton Junior High School adjacent to the south wall of the saferoom/storm shelter (estimated construction costs of \$2,042,116.90), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract III described therein.

COMPONENT N — October 1, 2036 — \$3,080,000

- Improvements upon Real Property comprising a gymnasium component of the new Clinton Junior High School adjacent to cafeteria and common areas of the main building (estimated construction costs of \$2,042,116.90), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract III described therein.

COMPONENT O — October 1, 2037 — \$3,115,000

- Improvements upon Real Property comprising a five classroom addition at Nance Elementary School adjacent to the east wall of the saferoom/storm shelter (estimated construction costs of \$2,223,298.82), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract I described therein.

COMPONENT P — October 1, 2038 — \$3,155,000

- Improvements upon Real Property comprising a twelve classroom addition at Southwest Elementary School adjacent to the north wall of the saferoom/storm shelter (estimated construction costs of \$4,339,304.23), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract II described therein.

COMPONENT Q — October 1, 2039 — \$3,195,000

- Improvements upon Real Property comprising the main building of the new Clinton Junior High School adjacent to the north wall of the saferoom/storm shelter and the west and north walls of the gymnasium, consisting of fifteen classrooms, two science lab classrooms, art and band classrooms, cafeteria/kitchen facilities, common areas, library, and administrative suite (estimated construction costs of \$7,631,750.32), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract III described therein.

**EXHIBIT H TO SUBLEASE PURCHASE AGREEMENT**

**FORM OF BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ~~The the Clinton Public Works~~Newcastle Educational Facilities Authority, party of the first part, for and in consideration of the sum of \$ \_\_\_\_\_ in hand paid by Independent School District No. 99-1 of ~~Custer~~McClain County, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents to grant, bargain, sell, transfer, and deliver unto the said party of the second part the following described property, to wit:

[Insert corresponding Property Component information, including applicable information contained in Exhibit A to the Sublease Purchase Agreement]

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its heirs, executors, administrators and assigns forever. And said party of the first part does for its heirs, executors, administrators, covenant with said party of the second part, its executors, administrators and assigns that ~~The the Clinton Public Works~~Newcastle Educational Facilities Authority, the lawful owner of the said personal property hereby sold; that it is free from all encumbrances; that it has good right to sell the same as aforesaid; and that it warrants and will defend the same against the lawful claims and demands of every and all persons whomsoever.

IN WITNESS WHEREOF, ~~The the Clinton Public Works~~Newcastle Educational Facilities Authority, the party of the first part, does hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE \_\_\_\_\_ CLINTON \_\_\_\_\_ PUBLIC  
WORKSNEWCASTLE EDUCATIONAL  
FACILITIES AUTHORITY**

\_\_\_\_\_  
By: Chairman

ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF ~~CUSTER~~MCCLAIN )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Chairman of ~~The the Clinton Public Works~~Newcastle Educational Facilities Authority, as Lessor pursuant to that certain Sublease Purchase Agreement dated as of \_\_\_\_\_, 2022, on behalf of said Lessor.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_

**GROUND LEASE AGREEMENT**

By and Between

**INDEPENDENT SCHOOL DISTRICT NO. 991,  
~~CUSTER~~MCCLAIN COUNTY, OKLAHOMA  
(~~CLINTON~~NEWCASTLE PUBLIC SCHOOLS),**

Lessor

and

**~~THE CLINTON PUBLIC WORKS~~NEWCASTLE EDUCATIONAL FACILITIES  
AUTHORITY,**

Lessee

THIS GROUND LEASE AGREEMENT (this “Ground Lease”) is made and entered into as of ~~July 14~~November \_\_\_\_, 2022, by and between INDEPENDENT SCHOOL DISTRICT NO. ~~991~~, CUSTER~~MCCLAIN~~ COUNTY, OKLAHOMA (~~CLINTON~~NEWCASTLE PUBLIC SCHOOLS) a school district organized and existing under the laws of the State of Oklahoma (“Lessor”) and ~~THE~~the ~~CLINTON PUBLIC WORKS~~NEWCASTLE EDUCATIONAL FACILITIES AUTHORITY, a public trust organized and existing under the laws of the State of Oklahoma (“Lessee”),

## RECITALS

**WHEREAS**, the Lessee is a public trust created by a ~~Declaration of Trust~~ Indenture dated ~~November 15, 1977~~March 22, 2010, for the use and benefit of the City of ~~Clinton~~Newcastle, Oklahoma, under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes ~~2011~~2021, Sections 176 *et seq.*, as amended and supplemented; and

**WHEREAS**, the Lessee desires to assist the Lessor with construction of certain educational facilities on premises owned by the Lessor in accordance with plans and specifications provided by the Lessor, so as to provide better equipped facilities necessary to serve the needs of the students of ~~Clinton~~Newcastle Public Schools; and

**WHEREAS**, the Lessor and the Lessee have entered into a Development Agreement dated as of ~~July 14~~November \_\_\_\_, 2022 (the “Development Agreement”), which sets forth the duties, obligations and responsibilities of each party in regard to the construction of the Improvements, and said Development Agreement, as may be amended from time to time, is hereby incorporated by reference; and

**WHEREAS**, the Lessor now owns the real property upon which the Improvements are to be constructed and intends to lease said real property to the Lessee pursuant to the terms of this Ground Lease Agreement; and

**WHEREAS**, in order to finance construction of the Improvements, the Authority has determined to issue its Educational Facilities Lease Revenue Bonds (~~Clinton~~Newcastle Public Schools Project) Series 2022- in the aggregate amount of ~~\$30,885,000.00~~\$\_\_\_\_\_ (the “Bonds”); and

**WHEREAS**, with proceeds of the Bonds the Lessor will construct the Improvements and sublease the Premises to the Lessee pursuant to the terms of the Sublease Purchase Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

**SECTION 1. Definitions.** All words and terms used in this Ground Lease and not otherwise defined herein shall have the meaning given them in the Sublease Purchase Agreement. The following terms as used in this Ground Lease, shall have the following meanings, unless the context indicates otherwise:

“*Bond Documents*” collectively means the Indenture, the Bonds, the Sublease Purchase Agreement, the Resolutions authorizing issuance of the Bonds and the Sublease Purchase Agreement, and any other documents executed to secure payment of the Bonds or performance of obligations under the Indenture and all other instruments or agreements executed by Lessee or Lessor in connection with the issuance and delivery of the Bonds.

“*Commencement Date*” means ~~July 14~~November \_\_\_\_, 2022.

“*Event of Default*” has the meaning set forth in *Section 13* hereof.

“*Improvements*” means all improvements to and constructed on the Real Property and all fixtures and Personal Property placed on the Real Property for the benefit of Lessor, including but not limited to those items described in Exhibit “C” attached hereto.

“*Indenture*” means the Bond Indenture dated as of ~~July~~November 1, 2022, between Lessee and the Trustee, as the same may be amended and/or supplemented from time to time in accordance with the provisions thereof.

“*Leasehold Estate*” means the leasehold estate in the Premises created pursuant to this Ground Lease.

“*Lien*” means any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialmen's lien, or any security agreement, conditional bill of sale, title retention agreement, chattel mortgage, or otherwise created or permitted that might or does constitute a lien, encumbrance, or charge upon the Improvements or Leasehold Estate, or any part thereof, or the income therefrom.

“*Permitted Encumbrances*” means (i) the Bond Documents and Security Interests, (ii) currently existing utility, access, and other easements and rights of way, restrictions, and exceptions, (iii) liens or encumbrances securing additional bonds or notes permitted by the Indenture, and (iv) the Sublease Purchase Agreement.

“*Personal Property*” means all machinery, equipment, appliances, furniture, and any other personal property of any kind or description and used in connection with the Improvements and by agreement of the parties hereto said property will not become fixtures under the laws of the State of Oklahoma until the Lessee has fulfilled its obligations pursuant to Section 9 of the Sublease Purchase Agreement.

“*Premises*” means the existing improvements on the Real Property, if any, the Improvements and the Real Property, sometimes referred to herein as the “Leasehold Estate.”

“*Real Property*” means the land located in ~~Custer~~McClain County, Oklahoma that is more particularly described in Exhibit “A” attached hereto, incorporated by reference and made a part hereof.

“*Security Interests*” means the security interests of the Trustee granted in the Indenture, the Sublease Purchase Agreement, and any other liens or security interests granted in favor of the Trustee to secure payment of the Bonds and performance of all obligations under the Indenture.

“State” means the State of Oklahoma.

“Sublease Purchase Agreement” means the Sublease Purchase Agreement of even date herewith between Lessee, as the lessor, and Lessor, as the lessee, which is hereby incorporated by reference and made a part hereof, as the same may be amended and/or supplemented from time to time in accordance with the provisions thereof.

“Term” has the meaning set forth in Section 2 hereof.

“Termination Date” means the date on which the Term ends by termination or expiration of this Ground Lease.

“Trustee” means ~~BOKF, NABancFirst~~, Oklahoma City, Oklahoma, a state banking association, as Trustee under the Indenture, and its successors and assigns in such capacity.

**SECTION 2. Lease of Real Property; Term.** Lessor, in consideration of the rents, covenants, agreements, and conditions herein set forth, does hereby lease unto Lessee, and Lessee does hereby lease from Lessor, the Real Property, together with all existing improvements, if any, and Improvements now or hereafter located thereon and appurtenances thereto and all other Improvements hereunder. The term of this Ground Lease shall commence on the Commencement Date and extend to October 1, 2049, or such earlier date upon Lessor’s purchase of Lessee’s right, title and interest in and to the Improvements prior to the Termination Date pursuant to Section 31 of the Sublease Purchase Agreement in accordance with the Payment Schedule set forth in the Sublease Purchase Agreement, attached hereto as Exhibit “B” and incorporated herein for all purposes (the “Term”).

**SECTION 3. Rent; Consideration.** Lessee has prepaid to Lessor all rent due throughout the Term in an amount equal to ten dollars (\$10). Lessor agrees that (i) the rent paid by Lessee, (ii) the financing of the Improvements through Lessee’s issuance of the Bonds for the benefit of Lessor, (iii) the residual value of the Improvements at the conclusion of the Term accruing to Lessor, and (iv) Lessee’s agreement to enter into the Sublease Purchase Agreement constitute fair and equitable consideration for the conveyance of the Leasehold Estate to Lessee.

**SECTION 4. Lessor’s Obligations Regarding the Premises.** Concurrently with the execution of this Ground Lease, Lessor and Lessee are entering into the Sublease Purchase Agreement. Pursuant to the terms of the Sublease Purchase Agreement, Lessor, as lessee under the Sublease Purchase Agreement is obligated to do the following, among other requirements, with regard to the Premises: (i) maintain the Premises, (ii) maintain insurance on the Premises, (iii) pay all taxes and assessments accruing against the Premises, if any, and all other operating costs and expenses in connection with the Premises; and (iv) to utilize the Premises only for educational purposes (the obligations described in subsections 4(i) – (iv) are collectively referred to as “Maintenance of Premises”). As long as the Sublease Purchase Agreement remains in effect and except as otherwise expressly stated herein, the rights and obligations of the parties with respect to the construction of the Improvements and Maintenance of the Premises shall be controlled by the Sublease Purchase Agreement. To the extent that the Lessor is allowed to remain in possession of the Premises as a matter of its right to do so under the Sublease Purchase Agreement or by virtue of written consent of the Lessee on the expiration or earlier termination of the Sublease Purchase

Agreement, the provisions of the Sublease Purchase Agreement regarding the Maintenance of the Premises shall be incorporated into this Ground Lease, at the option of and in the sole discretion of Lessee, and shall remain the obligations of Lessor until the Termination Date.

**SECTION 5. Lessor's Representations and Covenants.**

(a) *Quiet Enjoyment.* Lessor represents and warrants that it owns fee simple, marketable title to the Real Property subject to no restrictions, liens, or other encumbrances other than the Permitted Encumbrances. Lessor further covenants and agrees that, throughout the Term, Lessee may peaceably and quietly enjoy the Real Property subject, however, to any applicable zoning and land use restrictions, Permitted Encumbrances, Lessee's fulfillment of the covenants and agreements contained in this Ground Lease, and to the terms and conditions of the Sublease Purchase Agreement.

(b) *Access.* Lessor represents and warrants that the Real Property has access for ingress and egress to a public street or roadway. To the extent that it is necessary to access the Real Property by passing over any adjacent property owned by Lessor, Lessor hereby grants to Lessee and its successors, assigns, successors-in-title, invitees, employees, and sublessees, a non-exclusive easement on, over, across, and through Lessor's adjacent property(ies) for all forms of pedestrian and vehicular ingress, egress, and access between the Real Property and the public streets and roadways. The non-exclusive easement herein granted shall expire automatically on the Termination Date.

(c) *Environmental Condition.* Lessor represents and warrants that the Real Property has not been the site of any activity that would violate any past or present environmental law or regulation of any governmental body or agency having jurisdiction over the Real Property. Specifically, but without limitation, (i) solid waste and/or petroleum products have not been handled or stored on the Real Property such that they may have leaked or spilled onto the Real Property or contaminated the Real Property, (ii) there is no on-site contamination resulting from activities on the Real Property or adjacent tracts, and (iii) the Real Property contains no substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Hazardous Materials Transportation Act; and the Resources Conversion and Recovery Act.

**SECTION 6. Title to the Improvements.** Title to all Improvements shall be vested in Lessee until the Termination Date, subject to the right of Lessor to purchase Lessee's right, title and interest in and to the Improvements prior to the Termination Date pursuant to Section 31 of the Sublease Purchase Agreement in accordance with the Payment Schedule set forth in the Sublease Purchase Agreement, attached hereto as Exhibit "B" and incorporated herein for all purposes. On the Termination Date, title to and ownership of all of the Improvements, other than the Improvements previously vested in Lessor or disposed of by Lessee in accordance with Section 13(b) hereof after the occurrence of an Event of Default, shall automatically and immediately vest in Lessor. Within a reasonable period of time after the Termination Date, Lessee agrees to execute and deliver a deed or bill of sale, as appropriate, to convey legal title to the Improvements to Lessor. Lessee further agrees to obtain and deliver to Lessor within a reasonable period of time after the Termination Date a release(s) of the Security Interests in the Improvements and a Release of Ground Lease Agreement. Notwithstanding anything contained herein to the contrary, during

the term of this Ground Lease as long as an Event of Default has not occurred, Lessor shall be permitted to remove Personal Property from the Premises only for the purpose of substituting or replacing the same with comparable new or improved Personal Property with a minimum value equal to the value of the Personal Property removed.

**SECTION 7. Liens and Encumbrances.**

(a) *No Encumbrances.* Except for the Permitted Encumbrances, neither Lessor nor Lessee shall create or permit to be created any Lien against the Improvements or Real Property. Any Lien against the Improvements or Real Property, other than the Permitted Encumbrances, shall be discharged by the party who creates or permits the same to be created. Nothing in this Ground Lease shall be deemed or construed in any way as constituting the consent or request of Lessor or Lessee, express or implied, by inference or otherwise, to the filing of any Lien against the Improvements or Real Property by any contractor, subcontractor, laborer, materialman, architect, engineer, or other person for the performance of any labor or the furnishing of any materials or services for or in connection with the Improvements or any part thereof.

(b) *Right to Contest.* Neither Lessor nor Lessee (the “Contesting Party”) shall be required to pay, discharge or remove any Lien so long as the Contesting Party contests in good faith such Lien or the validity, applicability or amount thereof by an appropriate legal proceeding which operates to prevent the collection of such amounts and the sale of the Premises or any portion thereof so long as prior to the date on which such Lien would otherwise have become delinquent, the Contesting Party shall have given the other party prior written notice of its intent to contest the Lien. Any such contest shall be prosecuted with due diligence, and the Contesting Party shall promptly pay (or cause payment of) the amount of such Lien as finally determined, together with all interest and penalties payable in connection therewith.

**SECTION 8. Assignment of Lease.**

(a) *Lessee Assignments.* So long as the Sublease Purchase Agreement is in full force and effect and except for the Sublease Purchase Agreement and grant of the Security Interests created pursuant to the Bond Documents, Lessee shall not have the right to assign, pledge, sublease or transfer this Ground Lease or any interest herein or any right or privilege appurtenant hereto or to sublease the Real Property or any portion thereof, unless the written consent of Lessor is first obtained. Any assignment or transfer for which consent is required but which is nevertheless made without such written consent shall be void ab initio. The foregoing notwithstanding, the following shall not be construed or deemed to be prohibited transfers or assignments by Lessee pursuant to this Section 8 and shall not require the prior consent of Lessor (i) any transfers or assignments to the Trustee pursuant to the Indenture to secure payment of the Bonds and the performance of the obligations under the Indenture, (ii) any reorganization, merger, restructure or renaming of Lessee, or (iii) any change of control of Lessee. On the termination or expiration of the Sublease Purchase Agreement, during the remaining term of this Ground Lease, Lessee shall have the right to assign, pledge, sublease or transfer this Ground Lease or any interest herein or any right or privilege appurtenant hereto or to sublease the Real Property or any portion thereof, without the consent of Lessor. Provided, however, upon the Incremental Purchase or Optional Prepayment of installments of principal and interest pursuant to the provisions of Section 31 of the Sublease

Purchase Agreement, Lessee shall release this Ground Lease as to the tract or tracts affected thereby.

(b) Lessor Assignments. Lessor shall not have the right to assign, pledge or transfer this Ground Lease or any interest herein or any right or privilege appurtenant hereto or to further lease the Real Property or any portion thereof, unless the written consent of Lessee and Trustee is first obtained. Any assignment or transfer for which consent is required but which is nevertheless made without such written consent shall be void ab initio.

**SECTION 9. Indemnification by Lessor.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS LESSEE, AND TRUSTEE AND ALL OF THEIR OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, AND CONSULTANTS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") OF AND FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, OR EXPENSES FOR ANY LOSS INCLUDING BUT NOT LIMITED TO BODILY INJURY (INCLUDING DEATH), PERSONAL INJURY, REAL PROPERTY DAMAGE, EXPENSES, AND REASONABLE ATTORNEYS' FEES, CAUSED BY, GROWING OUT OF, OR OTHERWISE HAPPENING IN CONNECTION WITH THIS GROUND LEASE OR DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF LESSOR, TRUSTEE, THEIR AGENTS, EMPLOYEES, OR OTHERS WORKING AT THE DIRECTION OF LESSOR OR TRUSTEE OR ON THEIR BEHALF, OR DUE TO THE APPLICATION OR VIOLATION OF ANY PERTINENT FEDERAL, STATE, OR LOCAL LAW, RULE, OR REGULATION BY LESSOR OR TRUSTEE, THEIR AGENTS, EMPLOYEES OR OTHERS WORKING AT THE DIRECTION OF LESSOR OR TRUSTEE. THIS INDEMNIFICATION EXTENDS TO THE SUCCESSORS AND ASSIGNS OF LESSEE, AND THIS INDEMNIFICATION SURVIVES THE EXPIRATION OR TERMINATION OF THIS GROUND LEASE AND THE DISSOLUTION OR, TO THE EXTENT ALLOWED BY LAW, THE BANKRUPTCY OF LESSOR OR TRUSTEE.

**SECTION 10. Fire and Other Casualties and Liabilities.**

(a) Risk of Loss. Lessor shall bear all risk of loss of damage or destruction to the Premises and all risk of loss for other liabilities related to the Premises arising from any cause other than intentional acts of the Lessee. Subject to any requirements in the Sublease Purchase Agreement and to the prior written consent of Lessee and Trustee, to the extent that any portion of the Premises are damaged or destroyed, Lessor shall restore such damaged or destroyed portions of the Premises with due diligence at Lessor's expense, as nearly as possible to the Premises' value, condition and character immediately before such damage or destruction. Such restoration shall be in accordance with all applicable laws, completed in a good and workmanlike manner and in accordance with plans and specifications therefore approved in writing by Lessee and Trustee.

(b) Insurance. Lessor shall procure and maintain in full force and effect on the Premises all applicable forms of property and liability insurance required by Section 22 of the Sublease Purchase Agreement for the benefit of Lessor, Lessee and the Trustee to the extent permitted by applicable law and provide proof of such insurance coverage on the execution of this Ground Lease in accordance with Section 22 of the Sublease Purchase Agreement. Upon the

expiration or termination of the Sublease Purchase Agreement, if Lessor remains in possession of the Premises as a matter of its right to do so under the Sublease Purchase Agreement or by virtue of written consent of Lessee, all insurance requirements of Lessor as the lessee under the Sublease Purchase Agreement shall be incorporated herein by reference and remain the obligations of Lessor at the option of and in the sole discretion of Lessee.

(c) No Termination. No total or partial damage to or destruction of any or all of the Premises shall entitle Lessor to terminate this Ground Lease, or shall relieve Lessor from its obligations hereunder, and to the extent permitted by applicable law Lessor hereby waives any right now or hereafter conferred upon it by statute or otherwise, on account of any such damage or destruction to surrender or terminate this Ground Lease.

## **SECTION 11. Condemnation.**

(a) General. The term “condemnation” as used in this Ground Lease means the taking or appropriation of the Real Property, or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use or any state of facts relating to the taking or appropriation of the Real Property which, without an actual taking or appropriation, shall result in direct or consequential damages to the Real Property or the Leasehold Estate herein. Such term shall also be deemed to include to the extent not otherwise defined in this paragraph, a temporary taking of the Real Property or any part thereof or the Improvements for a period of one year or more, and the taking of the Leasehold Estate created herein.

(b) Total Condemnation. If all or substantially all of the Real Property is so condemned, this Ground Lease shall terminate on the date title to the Real Property vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of Lessor and Lessee to recover just and adequate compensation from any such condemnor and further provided that all sums owing under the Bond Documents are paid in full as set forth in subsection (c)(i) below.

(c) Division of Award - Total Condemnation. Subject to the controlling provisions of the Bond Documents, if the Real Property is totally condemned as provided in subsection (b) above, the condemnation proceeds shall be paid as follows:

- (i) Lessee first shall be entitled to receive such portion of the condemnation proceeds as shall equal the principal balance and accrued interest on and all other sums owing under the Bond Documents which shall be directly paid to the Trustee for the redemption of Bonds pursuant to the terms of the Indenture.
- (ii) Lessor shall then be entitled to receive the balance of the condemnation proceeds.

(d) Partial Condemnation. In the event of a taking of less than a total taking as provided in subsection (b) above, this Ground Lease shall terminate as to the condemned portion of the Real Property on the date title to the condemned portion of the Real Property vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of Lessor and Lessee to recover just and adequate compensation from any such condemnor. The provisions of this Ground Lease shall remain in full force and effect as to the portion of the Real Property not condemned.

(e) Division of Award - Partial Condemnation. Subject to the controlling provisions of the Bond Documents, if the Real Property is partially condemned as provided in subsection (d) above, the condemnation proceeds shall be paid as follows:

- (i) Lessee first shall be entitled to receive such portion of the condemnation proceeds as shall equal the Trustee's equitable portion of the principal balance and accrued interest on and all other sums owing under the Bond Documents. Such amount shall be directly paid to such the Trustee for the redemption of Bonds pursuant to the terms of the Indenture.
- (ii) Lessor shall then be entitled to receive the balance of the condemnation proceeds.

**SECTION 12.**            **[INTENTIONALLY OMITTED]**

**SECTION 13.**            **Events of Default and Remedies.**

(a) Events of Default Defined. An "Event of Default" has occurred if (i) Lessor fails to perform or cause to be performed any term, covenant, condition, or provision hereof or of the Sublease Purchase Agreement after written notice is given to Lessor and Trustee by Lessee; (ii) there is a breach of or material inaccuracy in the representations and warranties of Lessor specified in a written notice given to Lessor and Trustee by Lessee, or (iii) Lessor files a voluntary petition in bankruptcy, and in any case Lessor fails to correct such default within thirty (30) days after written notice specifying the default is given. In the case of any default that cannot with due diligence be corrected within such thirty (30) day period, but can be wholly corrected within a period of time not materially detrimental to the rights of the Lessee, it shall not constitute an Event of Default if corrective action is instituted by Lessor within the applicable period and diligently pursued (as reasonably determined by Lessee and Trustee) until the default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Lessee and Trustee.

(b) Lessee Remedies. Upon the occurrence of an Event of Default by Lessor, Lessee may, upon ninety (90) days written notice and opportunity to cure provided to the Lessor, with or without additional notice or demand, and without limiting the Lessee's remedies as a result of the Event of Default, do any of the following:

- (i) Compel specific performance by Lessor of its obligations under this Ground Lease;
- (ii) To the extent permitted by this Ground Lease and the Trustee, terminate the Ground Lease and seek to recover from Lessor all damages incurred by the Lessee by reason of the Event of Default by the Lessor including, but not limited to attorneys' fees;
- (iii) Remove, sell, lease or otherwise dispose of all Improvements that have not vested in Lessor pursuant to Section 31 of the Sublease Purchase Agreement; or
- (iv) Pursue any other remedy available to Lessee under the laws of the State of Oklahoma.

The failure of Lessee to exercise such rights after one or more Events of Default shall not be a waiver of the rights of Lessee upon the occurrence of any subsequent Event of Default.

**SECTION 14. Expiration or Termination.** Subject to the provisions of Section 6 hereof, upon the termination or expiration of this Ground Lease and the Leasehold Estate for any cause other than for termination due to breach by Lessor, all rights and interests of Lessee, and all persons whomsoever claiming by, through or under Lessee shall immediately cease and terminate, and the Premises, including all buildings, improvements, engines, machinery, generators, boilers, furnaces, elevators, fire escapes, and all lifting, lighting, heating, cooling, refrigerating, air conditioning, ventilating, gas, electric and plumbing apparatus, appliances and fixtures, as well as other fixtures attached to or within the Premises, shall thereafter constitute and belong to and be the absolute property of Lessor or Lessor's successors and assigns, without further act or conveyance, and without liability to make such compensation to Lessee or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time. Subject to the provisions of Section 6 hereof, Lessee agrees on the termination or expiration of this Ground Lease to surrender unto Lessor, all and singular the Premises and its rights and interests in the Leasehold Estate.

**SECTION 15. Encumbering the Leasehold.** Lessee, and every permitted successor and assign of Lessee, shall have the right, in addition to any other rights granted in this Ground Lease, to encumber its interest in this Ground Lease, under the Indenture, the Sublease Purchase Agreement or similar security instruments in favor of Trustee to secure payment of the Bonds or obligations under the Indenture upon the condition that all rights so acquired under any assignment shall be subject to each of the provisions set forth in this Ground Lease and to all rights and interests of Lessor therein. Lessor agrees, that anything in this Ground Lease to the contrary notwithstanding, as long as the Indenture or similar security instruments in favor of Trustee are in force and effect, the following provisions shall apply:

(a) Consent to Amendment. There shall be no modification of this Ground Lease by Lessor or Lessee without the prior written consent of the Trustee.

(b) Notices to Trustee. Lessor and Lessee, upon serving the other party with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on the Trustee. If Lessor or Lessee shall serve the other party with a notice of a failure to comply with any term, covenant, condition, or provision hereof, the Trustee shall then have the same period after service of the notice on it as is given to the party which received the notice hereunder to remedy or cause to be remedied such failure, and the party which gave the notice shall accept performances by or at the instigation of any Trustee as if it had been done by the party which received the notice. Any notice required to be given to any Trustee shall be in accordance with Section 16 hereof.

(c) Curative Rights Trustee. In addition to the rights granted to the Trustee under subsection (b) of this Section, the Trustee shall have an additional period of ninety (90) days to remedy or cause to be remedied any Event of Default of which it shall receive notice.

(d) Assignment. Lessor agrees that, in the event of any enforcement of remedies under the Assignment or the Indenture by the Trustee, either by judicial proceedings, under power of sale

or otherwise, all right, title and interest encumbered by the Assignment or the Indenture may, without the consent of Lessor, be assigned to and vested in the Trustee or to such other party as Trustee is entitled to convey such rights and interests, subject and subordinate, however, to the rights, title and interests of Lessor under this Ground Lease.

(e) Limitation on Liability of Trustee. Notwithstanding any other provision of this Ground Lease, Lessor and Lessee agree that the Trustee shall in no manner or respect whatsoever be (i) liable or responsible for any of Lessee's obligations or covenants under this Ground Lease (nor shall any rights of such Trustee be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any Event of Default; provided, however, that if such Trustee becomes the owner of the Leasehold Estate created hereunder, then such Trustee shall be responsible and liable for all obligations and covenants accruing during such Trustee's tenure as owner of such Leasehold Estate. Notwithstanding the foregoing, the liability of a Trustee with respect to its obligations under this Ground Lease shall be non-recourse as to such Trustee and limited to its interest in the Leasehold Estate.

**SECTION 16. Notices.**

(a) All notices, certificates, demands, requests, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, return receipt requested, or given when dispatched by facsimile transmission, or by personal delivery or overnight courier addressed as follows:

If to Lessor: Independent School District No. ~~991~~, ~~Custer~~McClain County, Oklahoma

Attention: Superintendent  
~~1720 Opal Avenue~~101 North Main Street  
~~Clinton~~Newcastle, Oklahoma ~~73601~~73065  
Tele. No.: (~~580~~405) ~~323-1800~~387-2890

If to Lessee: ~~The Clinton Public Works~~Newcastle Educational Facilities  
Authority

Attention: Chairman  
~~415 Gary Blvd~~P.O. Box 179  
~~Clinton~~Newcastle, Oklahoma ~~73601~~73065  
Tele. No.: (~~580~~405) ~~323-0261~~387-4427

If to Trustee: ~~BOKF, NABanc~~First  
Attention: Corporate Trust Department  
~~499 West Sheridan Ave~~100 N. Broadway-, Suite ~~2600~~1400  
Oklahoma City, Oklahoma 73102  
Tele. No. (405) ~~272-2104~~218-4645  
Fax No. (405) ~~936-3964~~270-4787

(b) Either party hereto may, by notice given to the other, designate any additional or different addresses to which subsequent notices, certificates, demands, requests, or other communications shall be sent.

(c) Notwithstanding anything contained herein to the contrary, any notice required to be given by Lessor or Lessee hereunder shall be deemed to have been given and shall be effective as of the date such notice is received or refused reflected on said notice. All notices, certificates, demands, requests, or other communications made by either party to the other which are required or permitted by the provisions of this Ground Lease shall be in writing.

**SECTION 17. Submission of Matters to Lessor for Approval.** Any matter which must be submitted to and consented to or approved in writing by Lessor or Trustee, or any matter which must be submitted to Lessor or Trustee which may become effective if not denied by Lessor, as required under this Ground Lease, shall be submitted to Lessor or Trustee (as applicable) by hand or mailed by United States certified or registered mail return receipt requested, to the address designated for the giving of notice to Lessor and Trustee under Section 16 hereof and shall either be approved or rejected by Lessor and Trustee (as applicable) within thirty (30) days after receipt unless a shorter period of time is expressly stated elsewhere herein. If Lessor or Trustee should fail so to approve or reject within such thirty (30) day period as provided for herein, Lessor's or Trustee's approval shall be assumed to have been unconditionally granted and Lessee shall have the right to proceed on such matter so submitted. Lessor and Trustee (as applicable) shall inform Lessee in writing of its rejection or approval of such submitted matter by hand delivery or United States certified or registered mail, return receipt requested, to the address of Lessee designated for the giving of notice to Lessee in Section 16 hereof. Any review by Lessor of any matter submitted to Lessor is for Lessor's own convenience and purpose only. By undertaking such review, Lessor does not obtain or have any liability to Lessee or any other person, including, without limitation, the insurers and lenders of Lessee.

**SECTION 18. Miscellaneous.**

(a) *No Waiver of Rights.* No failure of Lessor or Lessee to exercise any power given to either party hereunder or to insist upon strict compliance by the other party with its undertakings, duties and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof shall constitute a waiver of either of Lessor's or Lessee's right to demand exact compliance with the provisions contained in this Ground Lease.

(b) *Rights are Cumulative.* All rights, powers, and privileges conferred herein upon both parties hereto shall be cumulative.

(c) *Provisions are Binding Upon Assigns and are Real Covenants.* It is mutually covenanted, understood and agreed by and between the parties hereto, that each of the provisions of this Ground Lease shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors and assigns of Lessor, Trustee and Lessee hereto, and shall be deemed and treated as real covenants running with the Real Property during the Term. The parties further acknowledge and agree that the Trustee and its successors and assigns shall be deemed third party beneficiaries hereunder. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors and assigns of said party, the same as if in each case expressed.

(d) *Applicable Law and Court Proceedings.* This Ground Lease shall be governed, construed, performed and enforced in accordance with the laws of the State (excluding principles

of conflict of law). Any suit, action or proceeding against any party arising out of or relating to this Ground Lease, any transaction contemplated thereby, or any judgment entered by any court in respect of any thereof may be brought in State District Court located in ~~Custer~~McClain County, Oklahoma and each party hereby submits to the nonexclusive jurisdiction of such court for the purpose of any such suit, action or proceeding.

(e) All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Ground Lease, it shall equally apply to, extend to, and include the other.

(f) Invalidity of Provision or Part Thereof. In the event any provision, or any portion of any provision of this Ground Lease is held invalid, the other provisions of this Ground Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

(g) Time is of the Essence. All time limits stated in this Ground Lease are of the essence of this Ground Lease.

(h) Section Captions are to be Disregarded. The captions of the numbered sections of this Ground Lease are for purposes of identification and convenience only and are to be completely disregarded in construing this Ground Lease.

(i) Entire Agreement; Amendments. This Ground Lease, and the Sublease Purchase Agreement described herein, constitutes the full, complete and entire agreement between and among the parties hereto. No agent, employee, officer, representative or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the provisions of this Ground Lease. No amendment of this Ground Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and approved by the Trustee in writing and attached to, incorporated in and by reference made a part of this Ground Lease.

(j) No Partnership or Agency. Nothing in this Ground Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Ground Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided herein.

(k) Limitation of Liability. Notwithstanding anything herein to the contrary, the liability of Lessee hereunder (including, but not limited to any indemnity obligations) under this Ground Lease shall be non-recourse as to Lessee and, accordingly, Lessor's sole source of satisfaction of such obligations shall be limited to Lessee's interest in the Premises and Leasehold Estate except in the event of Lessee's intentional misconduct or violation of law as regards the Premises to the extent permitted by applicable law. Lessor shall not seek to obtain payment from any person or entity comprising Lessee or from any assets of Lessee other than those described herein, notwithstanding the survival of any obligation of Lessee beyond the Term. No recourse

under or upon any obligation, covenant, or agreement contained in this Ground Lease or for any claim based thereon, or under any judgment obtained against Lessee or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any other circumstances, under or independent hereof, shall be had against any incorporator, director, member, or officer, as such, past, present, or future of Lessee or any incorporator, director, member, or officer of any successor entity, as such, either directly or through Lessee or any successor entity, or otherwise, for the payment of any sum that may be due and unpaid by Lessee under this Ground Lease.

(l) Recordation of Lease. Lessor and Lessee will execute, acknowledge and deliver a Memorandum of this Ground Lease, in recordable form, and the said Memorandum may be recorded in the appropriate records of ~~Custer~~McClain County, Oklahoma.

(m) Counterparts. This Ground Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one in the same document. The signature of any party to any counterpart shall be deemed a signature too, and may be appended to, any other counterpart.

(n) Preservation of Tax Exemption. Lessor shall not take any action with respect to the Premises that would adversely affect the exemption of interest on the Bonds from gross income for federal income tax purposes or would otherwise result in a breach of any representations, conditions, or covenants of Lessee as set forth in the Bond Documents.

(o) Holding Over by Lessee. If applicable, Lessee shall not use or remain in possession of the Premises after the termination of this Ground Lease. Any holding over, or continued use or occupancy by Lessee after the termination of this Ground Lease, without the written consent of Lessor and Trustee, shall not constitute a month-to-month tenancy, and all other expenses, obligations and payments in effect for the immediately preceding month of this Ground Lease shall apply to the month-to-month tenancy. There shall be no renewal whatsoever of this Ground Lease by operation of law.

(p) Laws, Rules and Regulations. Lessor and Lessee and their respective officers, agents, employees, contractors, licensees and any other person whom they control or have the right to control, shall comply with all present and future laws, ordinances, orders, directive, rules and regulations of the United States of America, the State of Oklahoma, the City of ~~Clinton~~Newcastle, Oklahoma, and their respective agencies, departments, authorities and commissions which may either directly or indirectly affect Lessor or Lessee or the operations on or in connections with the Premises.

(q) Force Majeure. Neither party shall be held responsible for losses resulting from its non-performance under this Ground Lease, if fulfillment of any terms or provisions of this Ground Lease are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which said party is unable to prevent by the exercise of reasonable diligence.

(r) Sublease Purchase Agreement. This Ground Lease shall be subject to all terms and conditions of the Sublease Purchase Agreement.

**Exhibits**

Exhibit “A” – Legal Description of Real Property

Exhibit “B” – Schedule of Lease Purchase Acquisition Payments for Improvements

Exhibit “C” - Improvements

Exhibit “D” – Development Agreement

**[Remainder of Page Left Blank Intentionally]**

Executed as of the date shown on the first page of this Ground Lease.

LESSOR:

INDEPENDENT SCHOOL DISTRICT NO. 991,  
CUSTER MCCLAIN COUNTY, OKLAHOMA  
(CLINTON NEWCASTLE PUBLIC SCHOOLS)

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk

(SEAL)

LESSEE:

THE CLINTON PUBLIC WORKS NEWCASTLE  
EDUCATIONAL FACILITIES AUTHORITY

By: \_\_\_\_\_  
Chairman of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of Trustees

(SEAL)

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF ~~CUSTER~~MCCLAIN )

This instrument was acknowledged before me on the ~~5<sup>th</sup>~~ \_\_\_ day of ~~July~~November, 2022, by ~~Dr. Floyd Simon, Jr.~~John Maker, President of the Board of Education of Independent School District No. ~~99-1~~ of ~~Custer~~McClain County, Oklahoma (~~Clinton~~Newcastle Public Schools), an Independent school district organized and existing under the laws of the State of Oklahoma, on behalf of said School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires 08/26/2024.  
Commission No. 04007771.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF ~~CUSTER~~MCCLAIN )

This instrument was acknowledged before me on the ~~5<sup>th</sup>~~ \_\_\_ day of ~~July~~November, 2022, by ~~David Berrong~~Karl Nail, Chairman of Trustees of ~~The the Clinton Public Works~~Newcastle Educational Facilities Authority, a public trust organized and existing under the laws of the State of Oklahoma, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires 08/26/2024.  
Commission No. 04007771.

## EXHIBIT "A"

### Legal Descriptions of the Real Property

All right, title, and interest of the Lessor in the following described real property situated in ~~Custer~~McClain County, Oklahoma, to wit:

#### **Tract I: ~~Nance Elementary School~~**

~~All of Block Six (6), Shoe Boy Addition to the City of Clinton (Parcel ID No. 1210-00-006-000-0-000-00)~~

~~And~~

~~All of Block Seven (7), Shoe Boy Addition to the City of Clinton (Parcel ID No. 1210-00-007-000-0-000-00)~~

#### **Tract II: ~~Southwest Elementary School~~**

~~All of Block 9, Arcadia Garden, a sub-division of the North Half of the Northeast Quarter of Section 22, Township 12 North, Range 17, W.I.M., Custer County, Oklahoma, EXCEPT the following described tract: Beginning at the Northeast corner of said Block 9, thence South along the East boundary line of said Block 9 a distance of 160 feet, thence West parallel to the North boundary line of said Block 9 a distance of 172.6 feet, thence North parallel to the East boundary line of said Block 9 a distance of 160 feet to the North boundary line of said Block 9, thence East along the North boundary line of said Block 9 a distance of 172.6 feet to the point of beginning. (Parcel ID No. 0740-00-009-000-0-000-00)~~

~~And~~

~~The surface and surface rights only in and to a tract of land located in Block 9 according to the recorded plat of Blocks 8 & 9, Arcadia Garden, Clinton, Oklahoma, a subdivision of the North Half of the Northeast Quarter of Section 22, Township 12 North, Range 17, W.I.M., Custer County, Oklahoma,, (which subdivision is sometimes referred to as being Arcadia Garden Addition to Clinton, Custer County, Oklahoma) which tract is more particularly described as follows: Beginning at the Northeast corner of said Block 9 as shown in the recorded plat of Blocks 8 & 9, Arcadia Garden, thence South along the East boundary line of said Block 9 a distance of 160 feet, thence West parallel to the North boundary line of said Block 9 a distance of 142.62 feet, thence North parallel to the East boundary line of said Block 9 a distance of 160 feet to the North boundary line of said Block 9, thence East along the North boundary line of said Block 9 a distance of 142.62 feet to the point of beginning. (Parcel ID No. 0740-00-009-000-0-00A-00)~~

#### **Tract III: ~~High School (location of new Junior High Campus)~~**

~~A tract in the Southwest Quarter of the Northeast Quarter of Section 22, Township 12 North, Range 17, W.I.M., Custer County, Oklahoma, more particularly described as~~

~~follows: Beginning at a point on the half-section line 1425 feet South of the Northwest corner of said Northeast Quarter of said Section 22, thence South along said half section line 1195 feet to the Southwest corner of said Northeast Quarter, thence East along the South boundary line of said Northeast Quarter 1314.3 feet, thence North 1192 feet to a point 50 feet South of the center of the main line of the Clinton & Oklahoma West Railway (now Panhandle and Santa Fe Railway), thence South 88 degrees 8 minutes West 50 feet from and parallel to said center of the main line of said Railway 668 feet, thence in a Southwesterly direction 50 feet from and parallel to the center line of said Railway line 1121 feet, thence West 100 feet, thence in a Northwesterly direction 50 feet from an parallel to the center line of said Railway 953.4 feet to the point of beginning, containing 31.54 acres, more or less.~~

~~And~~

~~Beginning at the Southeast corner of Block 17 of Sights Acres Addition to Clinton, Oklahoma, said Southeast corner being also the southwest corner of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 22, Township 12 North, Range 17 West of the Indian Meridian; Thence North 1227.4 feet to A.T. & S.F. Railroad Right of Way; Thence west along A.T. & S.F. Railroad Right of Way, a distance of 499.16 feet to the east right of way line of the United States Interstate Highway (Hwy. 66); Thence Southerly along said East Right of Way line, on a curve of Radius 5629.3 feet for a distance of 1053.01 feet; Thence South along said same East Right of Way for a distance of 242.19 feet; Thence easterly along the south boundary of Block 17 of Sights Acres Addition to Clinton, Oklahoma, for a distance of 593 feet to the point of beginning, containing 16.70 Acres & Subject to a part of Judy Trail, a dedicated street in Sights Acres Addition to Clinton, Oklahoma. (Parcel ID No. 1320-00-000-000-0-008-60)~~

~~And~~

~~All that certain tract or parcel of land situated in the southwest quarter of the northeast quarter of Section 22, Township 12 North, Range 17 West at Clinton, Custer County, Oklahoma, more particularly described as follows:~~

~~Beginning at the point of intersection of a line concentric with and 50 feet southerly from, measured normal to, the center line of The Clinton and Oklahoma Western Railroad Company's main track as same was located and constructed, and the west line of the northeast quarter of said Section 22, distant 1394 feet south of the northwest corner of the northeast quarter of said Section 22;~~

~~Thence easterly on a curve to the left having a radius of 1482.69 feet and concentric with the center line of said main track, a distance of 477.8 feet to a point of tangency;~~

~~Thence continuing easterly tangent to last described course and parallel with the center line of said main track, a distance of 272.2 feet;~~

~~Thence in a southwesterly direction on a curve to the left having a radius of 712.73 feet, a distance of 79.11 feet to a point of tangency;~~

~~Thence continuing in a southwesterly direction tangent to last described course, a distance 7.19 feet to a point of curve;~~

~~Thence in a generally southwesterly direction on a curve to the left having a radius of 355.5 feet, a distance of 475.65 feet to a point of tangency;~~

~~Thence continuing in a southwesterly direction tangent to last described course, a distance of 7.0 feet to a point of curve;~~

~~Thence continuing in a southwesterly direction on a curve to the left having a radius of 626.15 feet, a distance of 52.06 feet to a point of tangency;~~

~~Thence south tangent to last described course, a distance of 500 feet;~~

~~Thence west at right angles, a distance of 100 feet;~~

~~Thence north at right angles, a distance of 500 feet to a point of curve;~~

~~Thence in a general northwesterly direction on a curve to the left having a radius of 626.15 feet, a distance of 52.06 feet to a point of tangency;~~

~~Thence continuing in a northwesterly direction tangent to last described course, a distance of 7.0 feet to a point of curve;~~

~~Thence continuing in a northwesterly direction on a curve to the left having a radius of 330.13 feet, a distance of 210 feet, to a point of compound curve;~~

~~Thence continuing in a northwesterly direction on a curve to the left having a radius of 1148.17 feet, a distance of 232.46 feet, more or less, to a point in the west line of the northeast quarter of said Section 22;~~

~~Thence north along the west line of the northeast quarter of said Section 22, a distance of 31 feet to the point of beginning;~~

~~The tract of land above described contains an area of 3.25 acres, more or less, and is the same land acquired by said Railway Company from Frank Kell, Trustee, by deed dated October 1, 1917, ad recorded in Book 24, Page 282, of the deed records of Custer County; (Parcel ID No. 1320-00-000-000-0-009-90)~~

~~LESS AND EXCEPT:~~

~~A strip, piece or parcel of land described by metes and bounds as follows: Beginning at a point 92.7 feet South of the Northwest corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 22, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma; thence South 37 feet; thence South 84½ degrees East (S. 84½°E.) for a distance of 320 feet to a point on the Northerly boundary line of the Clinton School Property; thence Northwesterly along said Northerly boundary line of~~

~~Clinton School Property and along a curve to the right with a radius of 1482.4 feet for a distance of 326 feet to the point of beginning.~~

~~AND LESS AND EXCEPT:~~

~~A strip, piece or parcel of land described by metes and bounds as follows: Beginning at a point 92.7 feet South of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 22, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma; thence South 37 feet; thence North 84 $\frac{1}{2}$  degrees West (N. 84 $\frac{1}{2}$ °W.) for a distance of 502 feet to the Easterly Right-of-way line of Gary Freeway (US Highway No. 66); thence Northeasterly on a curve to the right with a radius of 5,629.6 feet and along said Easterly right-of-way line of Gary Freeway for a distance of 37 feet; thence Easterly on a curve to the right with a radius of 955.4 feet and along the Northerly boundary line of the Clinton School Property for a distance of 505.2 feet to the point of beginning.~~

**EXHIBIT "B"**

**Schedule of Lease Purchase Acquisition Payments for Improvements**

<b>Commencement Date:</b>		<b>7/14/2022</b>					
<b>Principal Amount of Bonds:</b>		<b>\$30,885,000.00</b>					
<b>Imputed Interest Rate:</b>		<b>4.250824%</b>					
<b>Maximum Term:</b>		<b>10/1/2039</b>					
<b>Payment Date</b>	<b>Total Payment</b>	<b>Rental Payment</b>	<b>Acquisition Payment<sup>(1)</sup></b>	<b>Property Component Acquired<sup>(2)</sup></b>			
7/14/2022							
4/1/2023	1,500.00	1,500.00					
10/1/2023	1,836,500.00	1,500.00	1,835,000.00	A A			
4/1/2024	1,500.00	1,500.00					
10/1/2024	1,886,500.00	1,500.00	1,885,000.00	B B			
4/1/2025	1,500.00	1,500.00					
10/1/2025	1,911,500.00	1,500.00	1,910,000.00	C C			
4/1/2026	1,500.00	1,500.00					
10/1/2026	2,726,500.00	1,500.00	2,725,000.00	D D			
4/1/2027	1,500.00	1,500.00					
10/1/2027	2,756,500.00	1,500.00	2,755,000.00	E E			
4/1/2028	1,500.00	1,500.00					
10/1/2028	2,791,500.00	1,500.00	2,790,000.00	F F			
4/1/2029	1,500.00	1,500.00					
10/1/2029	2,826,500.00	1,500.00	2,825,000.00	G G			
4/1/2030	1,500.00	1,500.00					
10/1/2030	2,861,500.00	1,500.00	2,860,000.00	H H			
4/1/2031	1,500.00	1,500.00					
10/1/2031	2,896,500.00	1,500.00	2,895,000.00	I I			
4/1/2032	1,500.00	1,500.00					
10/1/2032	2,931,500.00	1,500.00	2,930,000.00	J J			
4/1/2033	1,500.00	1,500.00					
10/1/2033	2,971,500.00	1,500.00	2,970,000.00	K K			
4/1/2034	1,500.00	1,500.00					
10/1/2034	3,006,500.00	1,500.00	3,005,000.00	L			
4/1/2035	1,500.00	1,500.00					
10/1/2035	3,041,500.00	1,500.00	3,040,000.00	M			
4/1/2036	1,500.00	1,500.00					
10/1/2036	3,081,500.00	1,500.00	3,080,000.00	N			
4/1/2037	1,500.00	1,500.00					
10/1/2037	3,116,500.00	1,500.00	3,115,000.00	O			
4/1/2038	1,500.00	1,500.00					
10/1/2038	3,156,500.00	1,500.00	3,155,000.00	P			
4/1/2039	1,500.00	1,500.00					
10/1/2039	3,196,500.00	1,500.00	3,195,000.00	Q			

- (1) Inclusive of Annual Fee and Trustee Bank Fee
- (2) Please see Exhibit "C" for a description of the Property to be acquired pursuant to each Acquisition Payment.

## EXHIBIT "C"

### Property Component Descriptions

The following groups reflect the Real Property and/or Equipment that will be acquired on each Payment Date upon payment of the respective Acquisition Payment. All cost amounts represent an approximate allocable cost based on preliminary construction estimates, and may vary depending on final project component costs. Certain estimated construction cost amounts may be supplemented from other sources of funding available to the School District, as Lessee under the Sublease Purchase Agreement.

#### **COMPONENT A      October 1, 2023      \$1,835,000**

- Equipment acquired and placed in service at ~~Clinton Junior High School and Southwest Elementary School~~, including ~~lockers~~ (estimated construction costs of ~~\$240,457.52~~), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.

#### **COMPONENT B      October 1, 2024      \$1,885,000**

- Improvements upon Real Property comprising (estimated construction costs of \$ ), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract described therein.
- ~~Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including canopies/awnings (estimated construction costs of \$123,869.61), toilet accessories and partitions (estimated construction costs of \$79,062.56), and signage on other miscellaneous specialties (estimated construction costs of \$72,936.65), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

#### **COMPONENT C      October 1, 2025      \$1,910,000**

- ~~Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including fire suppression systems (estimated construction costs of \$456,252.09), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

#### **COMPONENT D      October 1, 2026      \$2,725,000**

- 
- ~~Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including aluminum entrances, glass and glazing (estimated construction costs of \$713,475.02), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**COMPONENT E            October 1, 2027    \$     \$2,755,000**

~~•~~

- ~~• Equipment acquired and placed in service at Clinton Junior High School, including translucent wall panels/Kallwall (estimated construction costs of \$43,364.79), band storage and acoustics (estimated construction costs of \$64,899.38), science casework (estimated construction costs of \$211,134.94), gym equipment (estimated construction costs of \$63,884.38), gym flooring (estimated construction costs of \$93,377.37), gym seating (estimated construction costs of \$64,899.38), food service equipment (estimated construction costs of \$260,245.32), and overhead/coiling counter door (estimated construction costs of \$13,239.00), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**COMPONENT F            October 1, 2028    \$     \$2,790,000**

~~•~~

- ~~• Equipment acquired and placed in service at Nance Elementary School and Southwest Elementary School, including HVAC system components (estimated construction costs of \$886,052.02), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**COMPONENT G            October 1, 2029    \$     \$2,825,000**

~~•~~

- ~~• Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including flooring (estimated construction costs of \$982,805.09), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**COMPONENT H            October 1, 2030    \$     \$2,860,000**

~~•~~

- ~~• Equipment acquired and placed in service at Clinton Junior High School, Nance Elementary School and Southwest Elementary School, including doors, frames, and related hardware (estimated construction costs of \$592,933.03) and millwork (estimated construction costs of \$622,805.86), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**COMPONENT I            October 1, 2031    \$     \$2,895,000**

~~•~~

- ~~Equipment acquired and placed in service at Clinton Junior High School, including HVAC system components (estimated construction costs of \$1,571,300.52), and all as more particularly identified in Exhibit A to the Sublease Purchase Agreement.~~

**COMPONENT J            October 1, 2032    \$     \$2,930,000**

~~•~~

- ~~Improvements upon Real Property comprising a four classroom addition at Southwest Elementary School constructed as a saferoom/storm shelter (estimated construction costs of \$1,671,585.04), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract II described therein.~~

**COMPONENT K            October 1, 2033    \$     \$2,970,000**

~~•~~

- ~~Improvements upon Real Property comprising a four classroom addition at Nance Elementary School constructed as a saferoom/storm shelter (estimated construction costs of \$1,715,429.71), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract I described therein.~~

**COMPONENT L            October 1, 2034    \$     \$3,005,000**

- ~~Improvements upon Real Property comprising a four classroom component of the new Clinton Junior High School constructed as a saferoom/storm shelter (estimated construction costs of \$1,715,429.71), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract III described therein.~~

**COMPONENT M            October 1, 2035    \$     \$3,040,000**

- ~~Improvements upon Real Property comprising a six classroom component of the new Clinton Junior High School adjacent to the south wall of the saferoom/storm shelter (estimated construction costs of \$2,042,116.90), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract III described therein.~~

**COMPONENT N            October 1, 2036    \$     \$3,080,000**

- ~~Improvements upon Real Property comprising a gymnasium component of the new Clinton Junior High School adjacent to cafeteria and common areas of the main building (estimated construction costs of \$2,042,116.90), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract III described therein.~~

**COMPONENT O            October 1, 2037    \$     \$3,115,000**

- ~~Improvements upon Real Property comprising a five classroom addition at Nance Elementary School adjacent to the east wall of the saferoom/storm shelter (estimated construction costs~~

of \$2,223,298.82), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract I described therein.

**COMPONENT P — October 1, 2038 — \$3,155,000**

- ~~Improvements upon Real Property comprising a twelve classroom addition at Southwest Elementary School adjacent to the north wall of the saferoom/storm shelter (estimated construction costs of \$4,339,304.23), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract II described therein.~~

**COMPONENT Q — October 1, 2039 — \$3,195,000**

- ~~Improvements upon Real Property comprising the main building of the new Clinton Junior High School adjacent to the north wall of the saferoom/storm shelter and the west and north walls of the gymnasium, consisting of fifteen classrooms, two science lab classrooms, art and band classrooms, cafeteria/kitchen facilities, common areas, library, and administrative suite (estimated construction costs of \$7,631,750.32), as more particularly described in Exhibit A to the Sublease Purchase Agreement, and relating to Tract III described therein.~~

**EXHIBIT “D”**

**Development Agreement**

[See Tab 30 of the Transcript of Proceedings]

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Agreement”) dated as of ~~July 14~~November ~~\_\_\_\_~~, 2022, is executed and delivered by Independent School District No. ~~1-99~~, ~~CusterMcClain~~ County, Oklahoma (the “District”) and ~~BOKF, NABancFirst~~, Oklahoma City, Oklahoma, as trustee, and acting hereunder as dissemination agent (the “Trustee”), for the benefit of the holders of the ~~\$30,855,000~~ ~~\_\_\_\_\_~~ ~~The Clinton Public Works~~Newcastle Educational Facilities Authority (the “Issuer”) Educational Facilities Lease Revenue Bonds (~~ClintonNewcastle~~ Public Schools Project) Series 2022 (the “Bonds”), issued pursuant to a Bond Indenture, dated as of ~~July~~November 1, 2022 (the “Bond Indenture”), by and between the Issuer and the Trustee. Capitalized terms used in this Agreement which are not otherwise defined in the Bond Indenture shall have the respective meanings specified above or in Article IV hereof. The District and the Trustee hereby covenant and agree as follows:

### ARTICLE I

#### The Undertaking

Section 1.1. Purpose; No Issuer Responsibility or Liability. This Agreement is being executed and delivered in accordance with subsection (b)(5) of the Rule (as defined herein) solely for the benefit of the holders of the Bonds and Beneficial Owners of the Bonds and in order to assist the Underwriter in complying with the Rule. The District represents that it will be the only “obligated person” (as defined in the Rule) with respect to the Bonds at the time the Bonds are delivered to the Underwriter and that no other person presently is expected to become an obligated person with respect to the Bonds at any time after the issuance of the Bonds. The District and the Trustee acknowledge that the Issuer has undertaken no responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Agreement, and shall have no liability to any person, including any holder of the Bonds or Beneficial Owner of the Bonds, with respect to any such reports, notices or disclosures

Section 1.2. Annual Financial Information. (a) The District shall provide to the Trustee the District’s Annual Financial Information as defined and described in Section 4.1(1) hereof with respect to each fiscal year of the District, within 10 months after the end of each fiscal year or such later time as the Annual Financial Information becomes available, commencing with the fiscal year ending June 30, 2023. At least 30 Business Days but not more than 45 Business Days in advance of the date specified in the previous sentence, the Trustee shall provide notice in writing to the District and the Financial Advisor, complete with the list of the Annual Financial Information required under Section 4.1(1) hereof, that such information is required to be provided to the Trustee by such date. The Trustee shall promptly provide such Annual Financial Information to (i) the MSRB in accordance with Section 2.2 hereunder, (ii) the Issuer, and (iii) the Financial Advisor, in each case within 10 Business Days after receipt by the Trustee.

(b) The Trustee shall provide notice of any failure of the District to provide the Annual Financial Information by the date specified in the first sentence of subsection (a) above, in each case to (i) the MSRB, (ii) the Issuer and (iii) the Financial Advisor not in excess of 10 Business Days after the occurrence of such failure.

Section 1.3. Audited Financial Statements. If not provided as part of the Annual Financial Information by the date set forth in Section 1.2(a) hereof, the District shall promptly provide its Audited Financial Statements to the Trustee, when publicly available, but no later than 10 Business Days upon being made publicly available. The Trustee shall provide any such Audited Financial Statements to (i) the MSRB, (ii) the Issuer, and (iii) the Financial Advisor, in each case within 10 Business Days after receipt by the Trustee.

Section 1.4. Listed Event Notices. (a) If a Listed Event occurs, the District shall provide notice of such Listed Event to (i) the MSRB, (ii) the Issuer, and (iii) Financial Advisor, in accordance with Section 2.3 hereunder.

(b) Any notice of a defeasance of Bonds shall state whether the Bonds have been escrowed to maturity or to an earlier redemption date and the timing of such maturity or redemption.

(c) The Trustee shall promptly advise the District and the Issuer whenever, in the course of performing its duties as Trustee under the Indenture, the Trustee has actual notice of an occurrence which would require the District to provide notice of a Listed Event hereunder; provided, however, that the failure of the Trustee to so advise the District or the Issuer shall not constitute a breach by the Trustee of any of its duties and responsibilities under this Agreement or the Indenture.

(d) Nothing in this Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of Listed Event hereunder, in addition to that which is required by this Agreement. If the District chooses to do so, the District shall have no obligation under this Agreement to update such additional information or include it in any future Annual Financial Information or notice of a Listed Event hereunder.

Section 1.5. Additional Disclosure Obligations. The District acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the District and that, under some circumstances, compliance with this Agreement without additional disclosures or other action may not fully discharge all duties and obligations of the District under such laws.

## **ARTICLE II**

### **Operating Rules**

Section 2.1. Reference to Other Filed Documents. It shall be sufficient for purposes of Section 1.2 hereof if the District provides Annual Financial Information (but not Listed Event notices) by specific reference to documents either (i) available to the public on the MSRB Internet Web Site or (ii) filed with the SEC.

Section 2.2. Submission of Information. Annual Financial Information may be set forth or provided in one document or a set of documents, and at one time or in part from time to time. Annual Financial Information shall be submitted in Prescribed Form.

Section 2.3. Disclosure of Listed Events. The District hereby covenants that it will disseminate, or cause the Trustee to disseminate, in a timely manner, not in excess of 10 Business Days after the occurrence of any Listed Event, a Listed Event Notice with respect to such event to the MSRB, in Prescribed Form, and to the Issuer and the Financial Advisor in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption is given to the owners of the Bonds pursuant to the Indenture.

Section 2.4. Dissemination Agents. The Trustee, with the prior written consent of the District in each instance, may from time to time designate an agent to act on its behalf in providing or filing notices, documents and information as required of the Trustee under this Agreement, and revoke or modify any such designation.

Section 2.5. Transmission of Information and Notices. Unless otherwise required by law all notices, documents and information provided to the MSRB shall be provided in Prescribed Form and shall be accompanied by identifying information as prescribed by the MSRB.

Section 2.6. Fiscal Year. The District's fiscal year is from July 1 - June 30, and the District shall promptly notify (i) the MSRB, (ii) the Issuer, (iii) the Financial Advisor, and (iv) the Trustee of each change in its fiscal year.

### **ARTICLE III**

#### **Effective Date, Termination, Amendment and Enforcement**

Section 3.1. Effective Date, Termination. (a) This Agreement shall be effective upon the issuance of the Bonds.

(b) The District's and the Trustee's obligations under this Agreement shall terminate upon a legal defeasance, prior redemption or payment in full of all of the Bonds.

(c) This Agreement, or any provision hereof, shall be null and void in the event that (1) the District delivers to the Trustee an opinion of Counsel, addressed to the District, the Issuer and the Trustee, to the effect that those portions of the Rule which require this Agreement, or such provision, as the case may be, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) the Trustee delivers copies of such opinion to (i) the MSRB and (ii) the Issuer. The Trustee shall so deliver such opinion within one Business Day after receipt by the Trustee.

Section 3.2. Amendment. (a) This Agreement may be amended, by written agreement of the parties, without the consent of the holders of the Bonds (except to the extent required under clause (4)(ii) below), if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations

thereof, or a change in the identity, nature or status of the District or the type of business conducted thereby, (2) this Agreement as so amended would have complied with the requirements of the Rule as of the date of this Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the District shall have delivered to the Trustee an opinion of Counsel, addressed to the District, the Issuer and the Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the District shall have delivered to the Trustee an opinion of Counsel or a determination by a person, in each case unaffiliated with the Issuer or the District (such as bond counsel or the Trustee) and acceptable to the District, addressed to the District, the Issuer and the Trustee, to the effect that the amendment does not materially impair the interests of the holders of the Bonds or (ii) the holders of the Bonds consent to the amendment to this Agreement, and (5) the District, or the Trustee as directed by the District, shall have filed such opinion(s) and amendment in the same manner as for the occurrence of a Listed Event under Section 2.3 hereof.

(b) In addition to subsection (a) above, this Agreement may be amended by written agreement of the parties, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Agreement which is applicable to this Agreement, (2) the District shall have delivered to the Trustee an opinion of Counsel, addressed to the District, the Issuer and the Trustee, to the effect that performance by the District under this Agreement as so amended will not result in a violation of the Rule and (3) the District, or the Trustee as directed by the District, shall have filed such opinion and amendment in the same manner as for the occurrence of a Listed Event under Section 2.3 hereof.

(c) This Agreement may be amended by written agreement of the parties, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) the District shall have delivered to the Trustee an opinion of Counsel, addressed to the District, the Issuer and the Trustee, to the effect that the amendment is permitted by rule, order or other official pronouncement, or is consistent with any interpretive advice or no-action positions of staff of the SEC, and (2) the District, or the Trustee as directed by the District, shall have filed such opinion and amendment in the same manner as for the occurrence of a Listed Event under Section 2.3 hereof.

(d) To the extent any amendment to this Agreement results in a change in the type of financial information or operating data provided pursuant to this Agreement, the first Annual Financial Information filing provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and/or no longer provided.

(e) If an amendment is made pursuant to Section 3.2(a) hereof to the accounting principles to be followed by the District in preparing its financial statements, the Annual Financial Information filing for the fiscal year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

Section 3.3. Benefit: Third-Party Beneficiaries; Enforcement. (a) The provisions of this Agreement shall constitute a contract with and inure solely to the benefit of the holders from time to time of the Bonds, except that (i) beneficial owners of Bonds shall be third-party beneficiaries of this Agreement and (ii) the Issuer shall be deemed to be a third-party beneficiary of this Agreement and shall be entitled to enforce the rights of the Trustee under this Agreement to the extent the Trustee shall fail or refuse or shall be unable to take any enforcement action hereunder.

The provisions of this Agreement shall create no rights in any person or entity except as provided in this subsection (a) and in subsection (b) of this Section.

(b) The obligations of the District to comply with the provisions of this Agreement shall be enforceable (i) in the case of enforcement of obligations to provide Annual Financial Information and Listed Event Notices, by any holder of Outstanding Bonds, or by the Trustee on behalf of the holders of Outstanding Bonds, or (ii), in the case of challenges to the adequacy of the Annual Financial Information and Listed Event Notices so provided, by the Trustee on behalf of the holders of Outstanding Bonds; provided, however, that the Trustee shall not be required to take any enforcement action except at the direction of the Issuer (but the Issuer shall have no obligation to take any such action), or the holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, who shall have provided the Trustee with adequate security and indemnity. The rights of the holders and the Trustee to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the District's obligations under this Agreement. In consideration of the third party beneficiary status of beneficial owners of Bonds pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be holders of Bonds for purposes of this subsection (b).

(c) Any failure by the District or the Trustee to perform in accordance with this Agreement shall not constitute a default or an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State; provided, however, that to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

(e) In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

## **ARTICLE IV**

### **Definitions**

Section 4.1. Definitions. The following terms used in this Agreement shall have the following respective meanings:

(1) “Annual Financial Information” means, collectively, (i) updated versions or similar information of the following financial information and operating data of the District set forth in the Official Statement, for each fiscal year of the District, as follows:

Updates of the financial information and operating data of the District set forth under the “THE DISTRICT - Composition of Staff and Faculty” and “- Historical Enrollment” and Tables 4-13 within “DISTRICT FINANCIAL INFORMATION” (to the extent such information does not appear within the District’s Audited Financial Statements);

(ii) the information regarding amendments to this Agreement required pursuant to Sections 3.2(d) and (e) of this Agreement; and (iii) the District’s Audited Financial Statements, when and if available, or its Unaudited Financial Statements if Audited Financial Statements are unavailable as of the filing deadline and such Unaudited Financial Statements are presented in the same format as the Audited Financial Statements.

The descriptions contained in Section 4.1(l)(i) hereof of financial information and operating data constituting Annual Financial Information constitute general categories of financial information and operating data of the District. When such descriptions include information that no longer can be generated because the District’s operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in the Annual Financial Information filing for the fiscal year in which such information has been materially changed or discontinued. Such statement shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided and/or no longer provided.

(2) “Audited Financial Statements” means the annual financial statements, if any, of the District, audited by such auditor as shall then be required or permitted by State law or the Indenture. Audited Financial Statements shall be prepared in accordance with GAAP or on the basis of financial reporting requirements of the Oklahoma State Department of Education; provided, however, that pursuant to Sections 3.2(a) and (e) hereof, the District may from time to time, if required by Federal or State legal requirements, modify the accounting principles to be followed in preparing its financial statements. The notice of any such modification required by Section 3.2(a) hereof shall include a reference to the specific Federal or State law or regulation describing such accounting principles, or other description thereof.

(3) “Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

(4) “Business Day” means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in Oklahoma City, Oklahoma or the city in which the Office of the Trustee is located are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

(5) “Counsel” means The Public Finance Law Group PLLC, Oklahoma City, Oklahoma or other nationally recognized bond counsel or counsel expert in federal securities laws.

(6) “Financial Advisor” means BOK Financial Securities, Inc., Oklahoma City, Oklahoma.

(7) “Financial Obligation” means a debt obligation; derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or a guarantee of either a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation. The term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(8) “GAAP” means generally accepted accounting principles as prescribed from time to time for governmental units by the Governmental Accounting Standards Board, or any successor to the duties or responsibilities thereof.

(9) “Internet Web Site” means the MSRB’s Electronic Municipal Market Access (EMMA) system, presently at <http://emma.msrb.org>, or at such other place as may be designated from time to time by the MSRB.

(10) “Listed Event” means any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Bondholders, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;

- (xii) bankruptcy, insolvency, receivership or similar event of the District;
- (xiii) consummation of a merger, consolidation, or acquisition involving the District, or the sale of all or substantially all the assets of the District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional trustee, or the change of name of a trustee, if material;
- (xv) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bond holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

(11) “Listed Event Notice” means notice of a Listed Event in Prescribed Form.

(12) “MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

(13) “Official Statement” means the Official Statement dated June 28, 2022, of the Issuer relating to the Bonds.

(14) “Prescribed Form” means, with regard to the filing of Annual Financial Information and Listed Event Notices with the MSRB at [www.emma.msrb.org](http://www.emma.msrb.org) (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

(15) “Rule” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as amended, as in effect on the date of this Agreement, including any official interpretations thereof issued either before or after the effective date of this Agreement which are applicable to this Agreement.

(16) “SEC” means the United States Securities and Exchange Commission.

(17) “Unaudited Financial Statements” means the same as Audited Financial Statements, except that they shall not have been audited, provided that such statements are in a format similar to that of the Audited Financial Statements.

(18) “Underwriter” means D.A. Davidson & Co.

## ARTICLE V

### Miscellaneous

Section 5.1. Duties, Immunities and Liabilities of Trustee. Article VIII of the Indenture is hereby made applicable to this Agreement as if this Agreement were, solely for this purpose, contained in the Indenture. The Trustee shall have only such duties under this Agreement as are specifically set forth in this Agreement, and the District agrees, to the extent permitted by applicable law, to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Trustee's gross negligence or willful misconduct in the performance of its duties hereunder. Such indemnity shall be separate from and in addition to that provided to the Trustee under the Indenture. The Trustee shall not be required to advance risk or expend its own funds or otherwise incur any financial liability in the performance of its duties thereunder. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS). The obligations of the District under this Section shall survive resignation or removal of the Trustee and payment of the Bonds.

Section 5.2. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized representatives, and the District has caused its corporate seal to be hereunto affixed and attested by an authorized representative, all as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO.  
991, CUSTER MCCLAIN COUNTY,  
OKLAHOMA

\_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Clerk

(SEAL)

~~BOKE, NATIONAL~~  
~~ASSOCIATION~~BANCFIRST, as Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_



# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-fourth day of August in the year Two Thousand Twenty-two

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

Newcastle Public Schools  
101 North Main  
Newcastle, OK 73065  
Telephone Number: (405)387-2890

and the Architect:

*(Name, legal status, address and other information)*

MA+ Architecture, LLC  
4000 N. Classen Blvd., Suite 100N  
Oklahoma City, OK 73118  
Telephone Number: (405)525-8806

for the following Project:

*(Name, location and detailed description)*

Newcastle Bond Projects 2022

Newcastle Elementary:

- New Parent and Bus Drop-off Areas
- Building Façade Updates
- New Outdoor Classrooms
- New Playground Equipment

ECC:

- New Drive for Improved Traffic Management
- New Turf at Playgrounds
- New Outdoor Classrooms
- New Playground Equipment

Newcastle Middle School:

- New Drive for Improved Traffic Management
- New Classrooms and Storm Shelter Addition

Newcastle Middle School Sports Complex:

- New Restroom Building at Existing Track
- New Bleachers at Existing Track

Newcastle High School:

- New Addition to include:
  - New General Classrooms

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- New Science Classrooms
- New Band Room/Storm Shelter
- New Cafeteria and Kitchen
- New Offices
- New HVAC in Existing Gym
- Updated Finished in Existing Classroom Building

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
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5	OWNER'S RESPONSIBILITIES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Approximately \$50,000,000.00 (Fifty Million Dollars and Zero Cents)

§ 1.1.2 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Construction Manager, Nabholz

§ 1.1.3 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Melonie Hau, Superintendent  
Newcastle Public Schools  
101 North Main  
Newcastle, OK 73065  
Telephone Number: (405)387-6262

§ 1.1.4 The

*(Paragraphs deleted)*

Init.

persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

**§ 1.1.5** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

To be determined.

**.2** Civil Engineer:

Smith Roberts Balischwiler, LLC  
2500 McGee Drive  
Suite 100  
Norman, OK 73072  
Telephone Number: (405)418-2288

**.3** Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

To be determined.

**§ 1.1.6** The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

Gary L. Armbruster, AIA, ALEP  
Principal  
4000 N. Classen Blvd., Suite 100N  
Oklahoma City, OK 73118  
Telephone Number: (405)525-8806

*(Paragraph deleted)*

**§ 1.1.7** The Architect shall retain the consultants identified in Sections 1.1.7.1 and 1.1.7.2:

*(List name, legal status, address, and other contact information.)*

**§ 1.1.7.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

Kirkpatrick Forest Curtis, PC  
525 Central Park Drive, Suite 202  
Oklahoma City, OK 73105  
Telephone Number: (405)528-4596

**.2** Mechanical Engineer:

Allen Consulting, Inc.  
110 N. Mercedes Drive, Suite 100  
Norman, OK 73069

Telephone Number: (405)447-2282

**.3 Electrical Engineer:**

Allen Consulting, Inc.  
110 N. Mercedes Drive, Suite 100  
Norman, OK 73069  
Telephone Number: (405)447-2282

**§ 1.1.7.2 Consultants retained under Supplemental Services:**

Unknown at this time.

**§ 1.1.8 Other Initial Information on which the Agreement is based:**

*(Paragraphs deleted)*

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

*(Paragraphs deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) per claim and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect & Owner.
§ 4.1.1.2 Multiple preliminary designs	The Architect shall provide up to two (2) Preliminary Designs of Part of the Basic Services.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	Architect.
§ 4.1.1.5 Site evaluation and planning	Owner/Architect.
<i>(Rows deleted)</i>	
§ 4.1.1.6 Civil engineering	Owner, coordinated by the Architect.
<i>(Row deleted)</i>	
§ 4.1.1.7 Landscape design	Owner, coordinated by the Architect.
<i>(Row deleted)</i>	
§ 4.1.1.8 Architectural interior design	Architect.
§ 4.1.1.9 Value analysis	Construction Manager, Nabholz with consultation with Architect.
<i>(Row deleted)</i>	
§ 4.1.1.10 Detailed cost estimating beyond that required in Section 6.3	Construction Manager, Nabholz
§ 4.1.1.11 On-site project representation	Provided on a periodic basis.
§ 4.1.1.12 Conformed documents for construction	Construction Manager, Nabholz
§ 4.1.1.13 As-designed record drawings	Architect.
§ 4.1.1.14 As-constructed record drawings	Construction Manager, Nabholz
<i>(Rows deleted)</i>	
§ 4.1.1.15 Telecommunications/data design	Owner, coordinated by the Architect.
<i>(Row deleted)</i>	
§ 4.1.1.16 Security evaluation and planning	Owner, coordinated by the Architect.
<i>(Rows deleted)</i>	
§ 4.1.1.17 Multiple bid packages	Construction Manager, Nabholz
<i>(Row deleted)</i>	
§ 4.1.1.18 Furniture, furnishings, and equipment design	Additional service if provided.
§ 4.1.1.19 Other services provided by specialty Consultants	Owner, coordinated by the Architect.
§ 4.1.1.20 Storm Shelter Structural Peer Review	Additional service. Reimbursable expense.
§ 4.1.1.21 Storm Shelter Non-Structural Peer Review	Additional service. Reimbursable expense.
§ 4.1.1.22 Enhanced Structural Storm Shelter Observations	Additional service. Reimbursable expense.
§ 4.1.1.23 Audio/Visual Services	Additional service. Reimbursable expense.

*(Rows deleted)*

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Services listed as Architect's responsibility in Section 4.1.1 will be included in Basic Services.

Geotechnical engineering, land survey, civil engineering, landscaping, storm shelter peer review (structural and non-structural), enhanced storm shelter observations and audio/visual services will initially be paid by the Architect. The Architect will then bill the Owner for reimbursement + 10% administrative fee.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Periodic visits to the site by the Architect during construction
- .3 Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty ( 40 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Not applicable.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

While MA+ Architecture, LLC takes care and every precaution that the information contained in our BIM and/or CAD files is accurate and up to date at the time of revision, the information contained in the BIM and/or CAD files is provided "as is" without any warranty of any kind. MA+ Architecture, LLC is not responsible and will not be responsible for any loss or damage arising out of any inaccuracy or any omission of any information contained in the BIM and/or CAD files. Any party utilizing information contained in the BIM model and/or CAD files is solely responsible for verifying the accuracy of the information related to their duty of care and appropriate model content accordingly. Except as indicated, MA+ Architecture, LLC owns the copyright for any content associated with the BIM and/or CAD files, no matter if geometrical or data. No reproduction of any part of this BIM model and/or CAD files may be used for any commercial purpose, nor shall it be modified or incorporated in any other work, whether in hard copy or electronic format. All rights are reserved.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1  
(Paragraphs deleted)  
Percentage Basis  
(Insert percentage value)  
  
Eight (8.00 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .2 Other  
(Describe the method of compensation)

Bond Planning Services were pro bono for the August 23, 2022 Bond Vote. Renderings provided for the Bond Planning Services for the August 23, 2022 Bond Vote were provided at no charge.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

To be determined.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Additional services will be billed on an hourly basis. See MA+ Architecture's attached 2022 Hourly Rates. Hourly Rates to be updated yearly.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10.00%), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached 2022 Hourly Rates for MA+ Architecture, LLC. Hourly Rates will be updated yearly.

*(Table deleted)*

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1

*(Paragraphs deleted)*

Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, and standard form documents;

*(Paragraphs deleted)*

.3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

*(Paragraph deleted)*

.4 All taxes levied on professional services and on reimbursable expenses;

*(Paragraph deleted)*

.5 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.6 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.00 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Paragraphs deleted)*

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

Other documents:

*(List other documents, if any, forming part of the Agreement.)*

Addendum to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect  
MA+ Architecture, LLC 2022 Hourly Rates

This Agreement entered into as of the day and year first written above.

John Maker  
President, Owner's Board of Education

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
*(Printed name and title)*

Gary L. Armbruster, AIA, ALEP

Principal

\_\_\_\_\_  
ARCHITECT (Signature)

  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Init.

# **Additions and Deletions Report for AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:51:16 ET on 09/13/2022.

## **PAGE 1**

**AGREEMENT** made as of the Twenty-fourth day of August in the year Two Thousand Twenty-two

...

Newcastle Public Schools  
101 North Main  
Newcastle, OK 73065  
Telephone Number: (405)387-2890

...

MA+ Architecture, LLC  
4000 N. Classen Blvd., Suite 100N  
Oklahoma City, OK 73118  
Telephone Number: (405)525-8806

...

*(Name, location and detailed description)*

Newcastle Bond Projects 2022

Newcastle Elementary:

- New Parent and Bus Drop-off Areas
- Building Façade Updates
- New Outdoor Classrooms
- New Playground Equipment

ECC:

- New Drive for Improved Traffic Management
- New Turf at Playgrounds
- New Outdoor Classrooms
- New Playground Equipment

Newcastle Middle School:

- New Drive for Improved Traffic Management
- New Classrooms and Storm Shelter Addition

Newcastle Middle School Sports Complex:

- New Restroom Building at Existing Track
- New Bleachers at Existing Track

Newcastle High School:

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**User Notes:**

(1648849254)

- New Addition to include:
  - New General Classrooms
    - New Science Classrooms
    - New Band Room/Storm Shelter
    - New Cafeteria and Kitchen
    - New Offices
- New HVAC in Existing Gym
- Updated Finished in Existing Classroom Building

**PAGE 3**

**§ 1.1.1** The Owner's program for the Project:

~~(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)~~budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total and, if known, a line item breakdown.)*

Approximately \$50,000,000.00 (Fifty Million Dollars and Zero Cents)

**§ 1.1.2** The Project's physical characteristics:Owner intends the following procurement and delivery method for the Project:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Construction Manager, Nabholz

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Melonie Hau, Superintendent

Newcastle Public Schools

~~(Provide total and, if known, a line item breakdown.)~~101 North Main

Newcastle, OK 73065

Telephone Number: (405)387-6262

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 — Design phase milestone dates, if any:

.2 — Construction commencement date:

.3 — Substantial Completion date or dates:

.4 — Other milestone dates:persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

**PAGE 4**

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

To be determined.

.2 Civil Engineer:

Smith Roberts Balischwiler, LLC  
2500 McGee Drive  
Suite 100  
Norman, OK 73072  
Telephone Number: (405)418-2288

.3 Other, if any:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.) (List any other consultants and contractors retained by the Owner.)*

To be determined.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: Architect identifies the following representative in accordance with Section 2.3:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.) (List name, address, and other contact information.)*

Gary L. Armbruster, AIA, ALEP  
Principal  
4000 N. Classen Blvd., Suite 100N  
Oklahoma City, OK 73118  
Telephone Number: (405)525-8806

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: Architect shall retain the consultants identified in Sections 1.1.7.1 and 1.1.7.2:

*(List name, legal status, address, and other contact information.)*

§ 1.1.7.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kirkpatrick Forest Curtis, PC  
525 Central Park Drive, Suite 202  
Oklahoma City, OK 73105  
Telephone Number: (405)528-4596

.2 Mechanical Engineer:

Allen Consulting, Inc.  
110 N. Mercedes Drive, Suite 100  
Norman, OK 73069  
Telephone Number: (405)447-2282

.3 Electrical Engineer:

Allen Consulting, Inc.  
110 N. Mercedes Drive, Suite 100  
Norman, OK 73069  
Telephone Number: (405)447-2282

§ 1.1.7.2 Consultants retained under Supplemental Services:

Unknown at this time.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.) Other Initial Information on which the Agreement is based:

PAGE 5

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

~~§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)~~

~~§ 1.1.11.1 Consultants retained under Basic Services:~~

~~.1 — Structural Engineer:~~

~~.2 — Mechanical Engineer:~~

~~.3 — Electrical Engineer:~~

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00 ) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) per claim and Four Million Dollars and Zero Cents (\$ 4,000,000.00 ) in the aggregate.

PAGE 11

§ 4.1.1.1	Programming	<u>Architect &amp; Owner.</u>
§ 4.1.1.2	Multiple preliminary designs	<u>The Architect shall provide up to two (2) Preliminary Designs of Part of the Basic Services.</u>
§ 4.1.1.3	Measured drawings	<u>N/A</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect.</u>
§ 4.1.1.5	Site evaluation and planning	<u>Owner/Architect.</u>
§ 4.1.1.6	<del>Building Information Model management responsibilities</del>	
§ 4.1.1.7	<del>Development of Building Information Models for post-construction use</del>	
§ 4.1.1.6	Civil engineering	<u>Owner, coordinated by the Architect.</u>
§ 4.1.1.8	<del>Civil engineering</del>	
§ 4.1.1.7	Landscape design	<u>Owner, coordinated by the Architect.</u>
§ 4.1.1.9	<del>Landscape design</del>	
§ 4.1.1.10	§ 4.1.1.8 Architectural interior design	<u>Architect.</u>
§ 4.1.1.9	Value analysis	<u>Construction Manager, Nabholz with consultation with Architect.</u>
§ 4.1.1.11	<del>Value analysis</del>	
§ 4.1.1.12	§ 4.1.1.10 Detailed cost estimating beyond that required in Section 6.3	<u>Construction Manager, Nabholz</u>
§ 4.1.1.13	§ 4.1.1.11 On-site project representation	<u>Provided on a periodic basis.</u>
§ 4.1.1.14	§ 4.1.1.12 Conformed documents for construction	<u>Construction Manager, Nabholz</u>
§ 4.1.1.15	§ 4.1.1.13 As-designed record drawings	<u>Architect.</u>
§ 4.1.1.16	§ 4.1.1.14 As-constructed record drawings	<u>Construction Manager, Nabholz</u>
§ 4.1.1.17	<del>Post-occupancy evaluation</del>	
§ 4.1.1.18	<del>Facility support services</del>	
§ 4.1.1.19	<del>Tenant-related services</del>	
§ 4.1.1.20	<del>Architect's coordination of the Owner's consultants</del>	
§ 4.1.1.15	Telecommunications/data design	<u>Owner, coordinated by the Architect.</u>
§ 4.1.1.21	<del>Telecommunications/data design</del>	

<del>§ 4.1.1.22</del> <del>§ 4.1.1.16</del> Security evaluation and planning	<u>Owner, coordinated by the Architect.</u>
<del>§ 4.1.1.23</del> Commissioning	
<del>§ 4.1.1.24</del> Sustainable Project Services pursuant to Section 4.1.3	
<del>§ 4.1.1.25</del> Fast track design services	
<del>§ 4.1.1.26</del> <del>§ 4.1.1.17</del> Multiple bid packages	<u>Construction Manager, Nabholz</u>
<del>§ 4.1.1.27</del> Historic preservation	
<del>§ 4.1.1.28</del> <del>§ 4.1.1.18</del> Furniture, furnishings, and equipment design	<u>Additional service if provided.</u>
<del>§ 4.1.1.29</del> <del>§ 4.1.1.19</del> Other services provided by specialty Consultants	<u>Owner, coordinated by the Architect.</u>
<del>§ 4.1.1.20</del> Storm Shelter Structural Peer Review	<u>Additional service. Reimbursable expense.</u>
<del>§ 4.1.1.21</del> Storm Shelter Non-Structural Peer Review	<u>Additional service. Reimbursable expense.</u>
<del>§ 4.1.1.22</del> Enhanced Structural Storm Shelter Observations	<u>Additional service. Reimbursable expense.</u>
<del>§ 4.1.1.23</del> Audio/Visual Services	<u>Additional service. Reimbursable expense.</u>
<del>§ 4.1.1.30</del> Other Supplemental Services	

**PAGE 12**

Services listed as Architect's responsibility in Section 4.1.1 will be included in Basic Services. Geotechnical engineering, land survey, civil engineering, landscaping, storm shelter peer review (structural and non-structural), enhanced storm shelter observations and audio/visual services will initially be paid by the Architect. The Architect will then bill the Owner for reimbursement + 10% administrative fee.

**PAGE 14**

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(—)~~ Periodic visits to the site by the Architect during construction
- .3 Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion.

...

**§ 4.2.5** If the services covered by this Agreement have not been completed within Forty ( 40 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**PAGE 17**

Litigation in a court of competent jurisdiction

**PAGE 19**

Not applicable.

...

While MA+ Architecture, LLC takes care and every precaution that the information contained in our BIM and/or CAD files is accurate and up to date at the time of revision, the information contained in the BIM and/or CAD files is provided "as is" without any warranty of any kind. MA+ Architecture, LLC is not responsible and will not be responsible for any loss or damage arising out of any inaccuracy or any omission of any information contained in the BIM and/or CAD files. Any party utilizing information contained in the BIM model and/or CAD files is solely responsible for verifying the accuracy of the information related to their duty of care and appropriate model content accordingly. Except as indicated,

MA+ Architecture, LLC owns the copyright for any content associated with the BIM and/or CAD files, no matter if geometrical or data. No reproduction of any part of this BIM model and/or CAD files may be used for any commercial purpose, nor shall it be modified or incorporated in any other work, whether in hard copy or electronic format. All rights are reserved.

PAGE 20

.1 Stipulated Sum  
 \_\_\_\_\_  
 (Insert amount)

~~.2~~ Percentage Basis

...

(~~Eight (8.00)~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

~~.3~~ .2 Other

PAGE 21

Bond Planning Services were pro bono for the August 23, 2022 Bond Vote. Renderings provided for the Bond Planning Services for the August 23, 2022 Bond Vote were provided at no charge.

...

To be determined.

...

Additional services will be billed on an hourly basis. See MA+ Architecture's attached 2022 Hourly Rates. Hourly Rates to be updated yearly.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( ~~10.00%~~ ), or as follows:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	)	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	)	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	)	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	)	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	)	%)

...

See attached 2022 Hourly Rates for MA+ Architecture, LLC. Hourly Rates will be updated yearly.

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
-----------------------------	----------------------

PAGE 22

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~

- ~~4~~ 2 Printing, reproductions, plots, and standard form documents;
- ~~5~~ Postage, handling, and delivery;
- ~~6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~7~~ 3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~9~~ 4 All taxes levied on professional services and on reimbursable expenses;
- ~~10~~ Site office expenses;
- ~~11~~ 5 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~12~~ 6 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10.00 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

~~—%~~

PAGE 23

~~.2~~ 2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~\_\_\_\_\_~~ (Insert the date of the E203 2013 incorporated into this agreement.)

~~.3~~ 3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204 2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4—Other documents:

...

Addendum to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect  
MA+ Architecture, LLC 2022 Hourly Rates

...

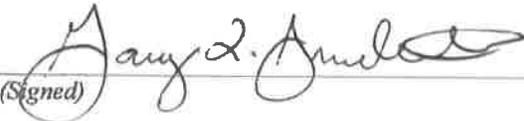
John Maker  
President, Owner's Board of Education

Gary L. Armbruster, AIA, ALEP  
Principal

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:51:16 ET on 09/13/2022 under Order No. 2114260973 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

Principal Architect/Partner

(Title)

09/13/2022

(Dated)

**ADDENDUM TO AIA DOCUMENT B101-2017  
STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ARCHITECT**

This Addendum, entered into as of the 24th day of August, 2022, by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF MCCLAIN COUNTY, OKLAHOMA** (“Owner”) and **MA+ ARCHITECTURE, LLC** (“Architect”), is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 covering professional architectural services in connection with the Owner’s 2022 Bond Projects (the “Agreement”). The provisions of this Addendum supercede and void all inconsistent provisions in the Agreement and in any prior agreement between the parties for services to be performed hereunder. Where appropriate to the project delivery method, the term “Contractor” may also be deemed to include the “Construction Manager”.

The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in the Addendum, then no change to that paragraph has been made and the standard provision applies.

**1.1.5 Modified.** Add the following: *“Construction Management – At Risk with procurement by competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.”*

**2.2 Modified.** Add the following: *“The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.”*

**3.1.2 Substituted.** *The Architect shall coordinate its services with those services provided by the Owner, the Owner’s consultants and the Construction Manager. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Owner’s consultants and the Construction Manager. The Architect shall provide prompt written notice to the Owner if the Architect has knowledge of any error, omission or inconsistency in such services or information.*

**3.1.3 Substituted.** *As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include dates for delivery of documents during the schematic, design development and construction documents phases and the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Construction Manager and the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time*

*limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.*

**3.5.1 Substituted.** *The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act of 1974, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.*

**3.5.2.1 Substituted.** *Bidding Documents shall consist of the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contact forms including general and supplemental conditions, Specifications and Drawings.*

**3.5.3 Deleted.**

**3.6.1.1 Modified.** *Add the following: "If the modification of AIA Document A201-2017, General Conditions of the Contract for Construction, creates a conflict between the provisions of this Agreement and the A201 incorporated in the Contract for Construction, the provisions of this Agreement shall control as it relates to the Architect's services."*

**3.6.1.3 Modified.** *Insert the following provision: "... and terminates at the later of the issuance of a Certificate of Occupancy, if required, or the date the Architect issues the final Certificate for Payment. As a part of Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list."*

**3.6.2.2 Modified.** *Delete the first sentence and replace as follows: "The Architect shall reject Work which does not conform to the Contract Documents provided the Owner may agree to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming work shall be charged to the Contractor and deducted from the Contract Price. Architect's consent to the Change Order shall not constitute agreement with or approval of Owner's acceptance of non-conforming Work."*

**3.6.6.6 New.** *The Architect shall deliver, upon Project Completion, a complete set of Construction Documents, as built drawings, a site plan and floor plans.*

**4.2 Modified.** *Add the following: "The Architect shall notify the Owner in writing of any proposed Additional Services. Such notification will describe the need for such services, the nature of the services and their estimated cost. Additional Services for which additional compensation is sought shall only be performed upon the prior written approval of the Owner."*

Insert the following phrase as indicated: “. . . Except for services required due to the fault of the Architect or when the Owner has not approved or rejects proposed Additional Services, any Additional Services provided in accordance with this Section 4.2 . . .”.

**4.2.1.7 Modified.** Insert the following phrase as indicated: “... meeting or hearing *except when required in the performance of the Architect’s Construction Phase Services or Bidding Phase Services.*”

**4.2.4 Modified.** Delete reference to the initial date of Substantial Completion as follows: “. . . 60 days after (1) *the date of Substantial Completion of the Work, or (2) issuance of a Certificate of Occupancy, if required,* whichever is earlier, shall be compensated as Additional Services...”.

**4.2.5 Deleted.**

**5.2 Modified.** Delete the second sentence.

**5.3 Modified.** Delete the first sentence and insert the following: “*The Owner’s Designated Representative identified in Subparagraph 1.1.3 shall be authorized to act on the Owner’s behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner’s Designated Representative is not authorized to amend this Agreement nor may the Owner’s Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner’s rights and obligations under this Agreement.*”

**5.15 Deleted.**

**6.1 Modified.** Add the following: “*The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from the errors or omissions of the Architect.*”

**6.6 Modified.** Revise the first sentence as follows: “*If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the total of the trade contractors bids, Construction Manager’s fee and General Conditions (the "Guaranteed Maximum Price"), the Owner shall, in the Owner's sole discretion . . .*”

**6.7 Substituted.** Delete and substitute as follows: “*If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents, as necessary, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget, as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.*”

**8.1 Deleted.**

**8.2.1 Modified.** Delete the second sentence.

**8.3 Deleted.**

**9.4 Modified.** Add the following: *“Upon termination by the Owner for cause, the Owner’s non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.”*

**9.6 Substituted.** Delete and substitute the following: *“In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.”*

**9.7 Substituted.** Delete and substitute the following: *“The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.”*

**10.1 Substituted.** This Agreement shall be governed by the laws of the State of Oklahoma.

**10.8 Deleted.**

**10.8.1 Deleted.**

**10.10 New.** *In any action or arbitration proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney’s fee awarded under the applicable law for awards to a prevailing party in addition to such other relief as may be awarded.*

**11.8.1.4 Deleted.**

**11.10.2.1 Modified.** *“The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but never exceed 10% per annum.”*

## **ARTICLE 12 EMPLOYEE CRIMINAL CONVICTIONS**

**12.1** The Architect will not knowingly allow any employee of the Architect or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal

conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

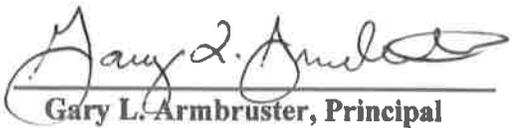
**12.2** The Architect will furnish a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

**13.2.3 Add.** Addendum to Agreement of even date.

**INDEPENDENT SCHOOL DISTRICT  
NO. 1 OF MCCLAIN COUNTY,  
OKLAHOMA**

**MA+ ARCHITECTURE, LLC**

By: \_\_\_\_\_  
**President, Board of Education**

By:   
**Gary L. Armbruster, Principal**

**“Owner”**

**“Architect”**



# MA+ Architecture, LLC Hourly Rates

## Effective January 1, 2022

Principal Architect .....	\$170.00
Senior Architect .....	\$160.00
Project Architect / Level II .....	\$150.00
Project Architect / Level I .....	\$140.00
Project Manager / Level III .....	\$130.00
Project Manager / Level II .....	\$120.00
Project Manager / Level I .....	\$115.00
Architectural Intern / Level III .....	\$100.00
Architectural Intern / Level II .....	\$90.00
Architectural Intern / Level I .....	\$85.00
Interior Designer, Registered / Manager .....	\$140.00
Interior Designer, Registered .....	\$130.00
Interior Designer, Intern II .....	\$100.00
Interior Designer, Intern I .....	\$85.00
Graphic Design / Animation .....	\$130.00
CAD Operator / Level III .....	\$90.00
CAD Operator / Level II .....	\$85.00
CAD Operator / Level I .....	\$80.00
Administrative / Level II .....	\$80.00
Administrative / Level I .....	\$60.00
Mileage Rate .....	58.5 cents per mile

## COVID Relief Funds

### Equipment and Construction Approval Application

The federal requirements found in the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, and American Rescue Plan (ARP) Act require that the following funds be subject to Uniform Grants Guidance: CARES Act Elementary and Secondary School Emergency Relief (ESSER) I Fund, CARES Act Governor’s Emergency Education Relief (GEER I) Fund, CRRSA Act ESSER II Fund, and ARP Act ESSER III Fund. Those regulations contain a requirement that capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval as found in [2 CFR § 200.439](#). Previously, OSDE has [provided](#) a list of pre-approved expenditures for such items exceeding \$5,000.

The submission of this request provides assurance that the authorized use of funds criteria, for ESSER I Funds, GEER I Funds, ESSER II Funds, and/or ESSER III Funds have been met. Further, by submitting this form, you are agreeing to review and will follow all local, state and federal laws and regulations when making a purchase using these federal funds. Prior to submitting this request, you acknowledge and agree to review the July 15, 2021, memorandum from the OSDE concerning uses of these federal funds for purchases of equipment and/or capital expenditures.

In order to get pre-approval for construction-related expenses with ESSER Funds, please complete the “COVID Relief Construction Application” and review and sign “COVID Relief Construction Assurances.” The completed forms must be submitted to [COVIDConstruction@sde.ok.gov](mailto:COVIDConstruction@sde.ok.gov). Construction projects will be reviewed and receive final approval in writing from that email.

## Claims for

Instructions and details for claiming and receiving payment for ESSER funds for equipment or capital expenditures not otherwise pre-approved and subject to the OSDE approval.

1. LEAs will create a claim in the Grants Management System (GMS) by selecting the payment tab on the GMS main screen. LEAs will enter the proper function code, object code, site level, uses of funds, detailed expenditure description, and the amount claimed. These entries may consist of expenses from the General Fund (11) and/or the Building Fund (21).
2. LEAs will upload a locally generated General Fund (11) federal expenditure report and/or a Building Fund (21) federal expenditure report in the supporting documentation area in the GMS claim. The report(s) must be signed by the LEA authorized representative.
3. The uploaded report must balance with what is entered in the GMS system.
4. LEAs will enter in GMS the date range of the claim.
5. Save the claim and submit the claim to OSDE.

COVID Relief Construction Application

**LEA: Newcastle Public Schools**

**School site where the capital expenditure will occur or be used: Middle School**

**\* A separate application must be completed and submitted for each construction project location. For example, if you are replacing the HVAC system at four school sites, each school site is considered a separate project and will require a separate approval form. A piece of equipment that will be used at multiple schools only needs one approval form.**

**How is the LEA providing student access to devices and connectivity? The district has provided Chromebooks 1:1 for all students in grades K-12. Students in PK K have access to iPads in their classrooms. We have also provided hot spots for students to check out who do not have internet access at their homes.**

**How much of the LEA's COVID Relief Funds have been spent on this allowable use (separate by source of federal funds)? \_\_\_\_\_**

**Project 793 - \$266,371.35 (FY22 Expenditures)**

**How is the LEA meeting students' social emotional needs? The district partnered this past year with a local agency to provide a mental health counselor for our students at all the sites. This year, we have been able to add additional counseling resources at each site. These include youth and family services counselors at all sites, additional counselors at the Middle School and High School, and additional SEL staff at the elementary.**

**How much of the LEA's COVID Relief Funds have been spent on this priority (separate by source of federal funds)? \_\_\_\_\_**

**Project 722 - \$55,000 (FY22 expenditures)**

**Project 795 - \$123,663.87 (FY22 expenditures)**

**How is the LEA accommodating for lost instructional time? The district has purchased Renaissance Learning as a tool for teachers to assess students and plan strategic interventions to help for lost instructional time. Teachers will use their structured PLC time to review benchmarking data and plan for intervention time. This tool will be used to assess students grades K-12. Our current plan is to provide additional learning time for students by offering a before/after school tutoring program and also a summer program again next year.**

**How much of the LEA's COVID Relief Funds have been spent on this priority (separate by source of federal funds)? \_\_\_\_\_**

**FY22**

**Project 721 - \$12,223**

**Project 793 - \$38,524**

**FY23**

**Project 795 -\$66,194.84**

**How is the LEA providing professional development for teachers to provide adequate instruction and remediation both virtually and in-person? Last year we hired a Curriculum/Technology Integration Specialist who is working closely with our Executive Director of Academics and our IT department to plan and implement PD for teachers. Our site administrators are currently working on developing/implementing their PD plans for this upcoming school year. During the 2020-2021 school year, we were able to offer our staff several virtual sessions to assist them in preparing and implementing virtual lessons through Google Classroom. Teachers still have online access to those videos if they need additional help/ideas. We will continue to offer teachers PD as needed for intervention/remediation strategies to meet the needs of our students.**

**How much of the LEA's COVID Relief Funds have been spent on this priority (separate by source of federal funds)? \_\_\_\_\_**

**\$0**

**Construction Project Name: Two Portable Buildings at Middle School**

**Funding source used: Project 795 - ARP**

**Amount of Funds to be used for this project: Estimated \$240,000 including setup and connectivity**

**Percentage of COVID Relief Funds (by source) used for this project: 20%**

**Construction Project Description and Location, including items that will be purchased with the funds for this project: The district will be purchasing portable classroom buildings to be placed at the Middle School.**

**Describe how this project mitigates the risk of virus transmission to support student health: These portable buildings will allow for smaller class sizes which will help to reduce the spread of COVID.**

**If the box above is not applicable, describe how this relates to the inspection, testing, maintenance, repair, replacement and upgrade of projects to improve indoor air quality in school facilities:**

**n/a**

**Describe how this project is reasonable, necessary and in accordance with Cost Principles, at 2 CFR § 200.420-475.**

**Under 2 CFR 200, the portable buildings are reasonable and necessary in that the cost does not exceed that which would be incurred by a prudent person under the circumstances and it is a reasonable method to carry out the objectives of the grant program being to Prevent and Respond to COVID. Adding additional classroom space is a reasonable method to increase the distancing between students to prevent COVID transmission and respond to outbreaks.**

**Describe how this project meets the allowable uses of funds for ESSER I, GEER I, ESSER II and/or ESSER III.**

**The project meets the allowable used of funds according to this guideline:  
---School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.**

**Describe how this project meets the purpose of the program, which is to prevent, prepare for and respond to COVID-19. Adding the portable building at the Middle School will allow us to prevent, prepare for and respond to COVID-19 by giving us the opportunity to reduce the number of students in the classrooms. It will allow for students to be able to social distance when possible which will reduce the spread of COVID. Portable Buildings will increase classroom space to eliminate overcrowding.**

**Attach minutes of local school board meeting to approve this project: \_\_\_\_\_**

**Project Estimated Cost: \$275,000**

**Project Estimate Start Date:  
October 1, 2022**

**Project Estimated End Date:  
October 31, 2022**

**Signature of Superintendent or Authorized  
LEA Representative**

**Date:  
September 13, 2022**

### COVID Relief Construction Assurances

**The grantee hereby assures that, in accordance with the statute, the LEA submitting this form shall comply with the following (please check all boxes):**

Read in full the OSDE's July 15, 2021, memorandum concerning uses of ESSER funds.

Applicable requirements in 34 CFR section 76.600 – Where to find construction regulations

Applicable requirements in 34 CFR sections 75.600–618:

- 75.600 – Use of grants for construction
- 75.601 – Applicant's assessment of environmental impact
- 75.602 – Preservation of historical sites must be described in the application
- 75.603 – Grantee's title to site
- 75.604 – Availability of cost-sharing funds
- 75.605 – Beginning the construction
- 75.606 – Completing the construction
- 75.607 – General considerations in designing facilities and carrying out construction
- 75.608 – If areas in the facilities for cultural activities
- 75.609 – Comply with safety and health standards
- 75.610 – Access by the handicapped
- 75.611 – Avoidance of flood hazards
- 75.612 – Supervision and inspection by the grantee
- 75.613 – Relocation assistance by the grantee
- 75.614 – Grantee must have operational funds
- 75.615 – Operations and maintenance by the grantee
- 75.616 – Energy conservation
- 75.617 – Compliance with the Coastal Barrier Resource Act

- 75.618 – Prohibition on charging students or personnel for ordinary use of equipment or supplies

Applicable requirements in 2 CFR Part 200, including:

- 2 CFR 200.320(b)(2)(iv) – The LEA may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby vendor's qualifications are evaluated, and the most qualified vendor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort
- 2 CFR 200.321 – Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
- 2 CFR 200.322 – Domestic preference for procurements
- 2 CFR 200.324 – Contract cost and price
- 2 CFR 200.325 – Federal awarding agency or pass-through entity review
- 2 CFR 200.326 – Bonding requirements
- 2 CFR 200.327 – Contract provisions
- 2 CFR 200.329(d) – Construction performance reports

Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards, including:

- Equal Employment Opportunity
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
- Rights to Inventions Made Under a Contract or Agreement
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended
- Debarment and Suspension (Executive Orders 12549 and 12689)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

I have **read** and **agree** to comply with the construction assurances. I certify that the contents of this form, if approved, will be followed for the implementation of the Elementary and Secondary School Emergency Relief (ESSER) Uses of Funds for Construction.

Signature of Superintendent

Date

---

OSDE Authorized Representative

---

Date



## Newcastle Public Schools

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Dr. Melonie Hau, Superintendent  
101 North Main  
Newcastle, OK 73065  
(405) 387-2890

September 21, 2022

To Whom It May Concern:

This letter is to request a deregulation/waiver for our elementary and middle school librarians. Ms. Diane Huff and Ms. Stacy Deskin are both pursuing their library science degrees. Ms. Huff, middle school librarian, is currently enrolled in her second year at Northeastern Oklahoma State University. Ms. Deskin, elementary librarian, is currently enrolled in her first year at East Central University. Both Ms. Huff and Ms. Deskin were elementary teachers in our district before seeking positions as librarians. The library positions were posted and no certified candidates applied or accepted the position.

Our district fully supports Ms. Huff and Ms. Deskin in the completion of their degrees. They are terrific educators, and I know they will continue to provide the same level of quality and support for students that they did in their individual classrooms. Thank you for your consideration.

Sincerely,

Melonie Hau

# SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION

## for 20 22 - 20 23 school year

McClain COUNTY \_\_\_\_\_ Newcastle SCHOOL DISTRICT

101 N. Main SCHOOL DISTRICT MAILING ADDRESS Newcastle CITY 73065 ZIP CODE

Newcastle Elementary School NAME OF SITE

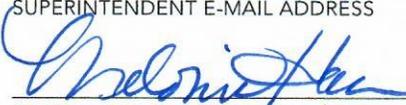
\_\_\_\_\_  
PRINCIPAL SIGNATURE\* DATE

\_\_\_\_\_  
PRINCIPAL SIGNATURE\* DATE

\_\_\_\_\_  
PRINCIPAL SIGNATURE\* DATE

Melonie Hau SUPERINTENDENT NAME (PLEASE PRINT)

mhau@newcastle.k12.ok.us SUPERINTENDENT E-MAIL ADDRESS

 9.21-22  
SUPERINTENDENT SIGNATURE\* DATE

I hereby certify that this waiver/deregulation application was approved by our local board of education at the meeting on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
BOARD PRESIDENT SIGNATURE\*

**NOTARY SEAL →**

\_\_\_\_\_  
NOTARY DATE

\_\_\_\_\_  
COMMISSION EXPIRATION DATE

**Statute/Oklahoma Administrative Code to be Waived:**  
(specify statute or OAC (deregulation) number: (see instructions))

\*Original signatures are required. The attached questionnaire must be answered to process.\*\*

**THE WAIVER/DEREGULATION IS REQUESTED FOR:**

One Year Only  
 Three Years\*

\*Please see instruction page for additional requirements for a three year request

**SDE USE ONLY**

**PROJECT YEARS**  
\_\_\_\_\_ of \_\_\_\_\_

**ENROLLMENT**

\_\_\_\_\_ High School  
 \_\_\_\_\_ Jr./Middle High  
 \_\_\_\_\_ Elementary  
**0** District Total

\_\_\_\_\_  
DATE RECEIVED

**70 O.S.** \_\_\_\_\_  
 OAC \_\_\_\_\_

\_\_\_\_\_  
NAME OF WAIVER

**A. Reason for the waiver/deregulation request (be specific).**

Ms. Deskin was previously a teacher in the elementary school and she was the only applicant for the library media specialist position to accept the position. She is pursuing her library science degree.

**B. List alternate strategies/plans which the district/site proposes, and how this plan will best serve the students of your district, i.e., a description of the educational benefits to the students and learning achievement.**

Ms. Deskin will be the full time library media specialist. She is currently working on her library science degree and will offer the full range of library services for students at the elementary school.

**C. Educational impact to the district: Results of the Statutory Waiver/Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district.**

Ms. Deskin is an experienced teacher and is taking courses to achieve her library science certification. She will teach students skills in research, evaluation, and synthesizing information, which will help them improve their reading, comprehension, and literacy skills.

Ms. Deskin will provide curriculum resources and support for teachers.

**D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary, or described in instructions.**

A waiver/deregulation can be granted for up to 3 years. (Please see instructions for additional requirements)

Class schedule is attached.

**E. Any financial impact to the District (positive or negative) for the proposed waiver/deregulation.**

There should be no financial impact to the district.

**F. Describe method of assessment or evaluation of effectiveness of the plan.**

Ms. Deskin will be evaluated using normal evaluation procedures and assessment of library practices.



# Newcastle Elementary School

Terri Scott, Principal  
tscott@newcastle.k12.ok.us

Mailing - 101 North Main  
Physical - 400 N.W. 10th  
Newcastle, OK 73065  
(405) 387-6388 office  
(405) 387-4890 fax  
[www.newcastle.k12.ok.us](http://www.newcastle.k12.ok.us)

---

September 12, 2022

To Whom It May Concern,

I am currently seeking a Master's Degree in Library Media from East Central University. I anticipate graduating with this degree in December of 2024.

Sincerely,

Stacy Deskin



East Central University  
1100 E. 14<sup>TH</sup> Street • Ada, OK 74820  
580-332-8000 • www.ecok.edu

Attn: Dr. Melonie Hau

RE: Stacy M. Deskin (DOB: 07/29/1981)

Stacy M. Deskin has requested a verification of enrollment for the most recent semester attended, Fall of 2022, to be included in this letter.

**Enrollment Information:**

Semester: Fall 2022 (From: 8/15/2022 To: 12/9/2022) Hours: 12 Status: Full Time

Prepared by (printed name):

Preparer Signature:

\*My signature attests that the information in this letter is accurate to the best of my knowledge.

Best Regards,

Dr. Elwyn Martin

Registrar

# SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION

## for 20 22 - 20 23 school year

McClain COUNTY \_\_\_\_\_ Newcastle SCHOOL DISTRICT

101 N. Main SCHOOL DISTRICT MAILING ADDRESS \_\_\_\_\_ Newcastle CITY \_\_\_\_\_ 73065 ZIP CODE

Newcastle Middle School NAME OF SITE \_\_\_\_\_

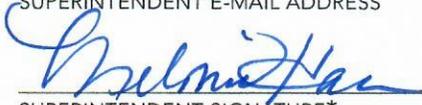
\_\_\_\_\_  
PRINCIPAL SIGNATURE\* DATE

\_\_\_\_\_  
PRINCIPAL SIGNATURE\* DATE

\_\_\_\_\_  
PRINCIPAL SIGNATURE\* DATE

Melonie Hau SUPERINTENDENT NAME (PLEASE PRINT)

mhau@newcastle.k12.ok.us SUPERINTENDENT E-MAIL ADDRESS

 9-21-22  
SUPERINTENDENT SIGNATURE\* DATE

I hereby certify that this waiver/deregulation application was approved by our local board of education at the meeting on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
BOARD PRESIDENT SIGNATURE\*

**NOTARY SEAL →**

\_\_\_\_\_  
NOTARY DATE

\_\_\_\_\_  
COMMISSION EXPIRATION DATE

**Statute/Oklahoma Administrative Code to be Waived:**  
(specify statute or OAC (deregulation) number: (see instructions)

\*Original signatures are required. The attached questionnaire must be answered to process.\*\*

**THE WAIVER/DEREGULATION IS REQUESTED FOR:**

\_\_\_\_\_ One Year Only

\_\_\_\_\_ Three Years\*

\*Please see instruction page for additional requirements for a three year request

**SDE USE ONLY**

**PROJECT YEARS**  
\_\_\_\_\_ of \_\_\_\_\_

**ENROLLMENT**

\_\_\_\_\_ High School

\_\_\_\_\_ Jr./Middle High

\_\_\_\_\_ Elementary

**0 District Total**

\_\_\_\_\_  
DATE RECEIVED

**70 O.S.** \_\_\_\_\_

OAC \_\_\_\_\_

\_\_\_\_\_  
NAME OF WAIVER

**A. Reason for the waiver/deregulation request (be specific).**

Ms. Huff received a library waiver for the first time last school year. She is continuing pursuit of her library certification this year. Previously she was an elementary teacher in our district for 11 years.

**B. List alternate strategies/plans which the district/site proposes, and how this plan will best serve the students of your district, i.e., a description of the educational benefits to the students and learning achievement.**

Ms. Huff will be the full time library media specialist. She is currently working on her library science degree and will offer the full range of library services for students at the middle school.

**C. Educational impact to the district: Results of the Statutory Waiver/Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district.**

This is Ms. Huff's second year as a librarian at the middle school. She will continue to teach students skills in research, evaluation, and synthesizing information, which will help them improve their reading, comprehension, and literacy skills. Ms. Huff has provided and will continue to provide curriculum resources and support for teachers.

**D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary, or described in instructions.**

A waiver/deregulation can be granted for up to 3 years. (Please see instructions for additional requirements)

Class schedule is attached.

**E. Any financial impact to the District (positive or negative) for the proposed waiver/deregulation.**

There should be no financial impact to the district.

**F. Describe method of assessment or evaluation of effectiveness of the plan.**

Ms. Huff will be evaluated using normal evaluation procedures and assessment of library practices.



# Newcastle Middle School

611 East Fox Lane  
Newcastle, OK 73065  
(405) 387-3139 office  
(405) 387-5563 fax  
www.newcastle.k12.ok.us

September 12, 2022

To Whom It May Concern,

I am currently seeking a Master's Degree in Library Media and Informational Technology from Northeastern Oklahoma State University. I anticipate graduating with this degree December 2023. Please find attached my current semester enrollment.

Sincerely,  
Mrs. Diane Huff

banner.nsuok.edu/PROD/bwskorse\_F\_CrseSchdDet

Search

**N00250934 Diane H. Huff**  
Fall 2022  
Sep 12, 2022 03:26 pm

### Concise Student Schedule

This page lists the classes for which you are registered for the term. Detailed information about the class is included. **Days of the week:** M-Monday / T-Tuesday / W-Wednesday / R-Thursday / F-Friday / S-Saturday / U-Sunday.

**Name:** Diane H. Huff **Address:** 11812 Autumn Leaves  
Oklahoma City, Oklahoma 73170  
United States

**Classification:** Graduate Master

**Level:** Graduate

**College:** Education

**Major:** Library Media and Info Tech,MS  
Education

CRN	Course	Title	Campus	Credits	Level	Start Date	End Date	Days	Time	Location	Instructor
20613	LIBM 5313 01	ADVANCED MATERIALS FOR YOUNG ADULTS	Broken Arrow	3.000	GR	Aug 15, 2022	Dec 09, 2022		TBA	Online-Education-BA 100	Jenkins
20617	LIBM 5611 01	PROFESSIONAL NETWORKING AND DEVELOPMENT	Broken Arrow	1.000	GR	Aug 15, 2022	Dec 09, 2022		TBA	Online-Education-BA 100	Baker
20446	READ 5223 01	INTERMEDIATE/MIDDLE SCHOOL/HIGH SCHOOL READING INSTRUCTION	Broken Arrow	3.000	GR	Aug 15, 2022	Dec 09, 2022		TBA	Online-Education-BA 100	Ramsey
				<b>Total Credits:</b>	<b>7.000</b>						

aa: degrees.osu.ok.pdf

Type here to search

84°F Mostly sunny 3:27 PM 9/12/2022



# NEWCASTLE PUBLIC SCHOOLS

## Purpose of Activity Fund Account

Original  
 Amended

Account Name: Robotics Account #: 946 Site #: 705

### Scheduled Fundraising Events:

<i>Description</i>	<i>Month Planned</i>
<u>Robotics Camp</u>	<u>June</u>
<u>Candy Sales</u>	<u>Aug-May</u>
<u> </u>	<u> </u>

### General Revenue: (Indicate Amended Items with an "\*\*")

Donations are automatically approved. List other methods of generating revenue:

Camp, candy, cotton candy, prepackaged snacks, keychains, 3d printed objects, clothing, concession stand sales at events, ticket sales for events.

### Expenditures: (How the revenue will be spent) (Indicate Amended items with a "\*\*")

Robot parts and tools, 3d printing supplies

Julie Yousey

Sponsor Name

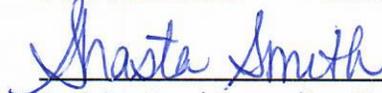
9/13/22

Date Submitted

22-23

School Year

  
Sponsor Signature

  
Activity Fund Custodian Signature

   
Supervisor Signature if Applicable  
(Principal or Athletic Director)

  
Chief Financial Officer Signature

   
Date Approved by Board of Education