



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

**NOTICE OF
SPECIAL MEETING OF THE
BARTLESVILLE EDUCATION
AUTHORITY**

**Monday, December 4, 2023
5:30 p.m.**

**Chairman Dale Copeland
918-338-4282**

AGENDA

- 1. Call to order the business meeting of the Bartlesville Education Authority by Chairman Copeland.**
- 2. Roll Call and Establishment of a Quorum.**
- 3. The invocation will be provided by Pastor Jason Elmore, Friday Nite Church and President of the Bartlesville Ministerial Association.**
- 4. Citizens to be heard.**
- 5. Discuss and take possible action to approve the Special Meeting Minutes of March 6, 2023.**
- 6. Discuss and take possible action to approve a Right-of-Way Agreement between the Bartlesville Education Authority and Oklahoma National Gas to facilitate natural gas supply to the Ag Building Project for Independent School District No. 30. Presented by Micah Siemers, Director of Engineering.**
- 7. BEA Trustee Comments and Inquiries.**
- 8. Adjournment.**

The Notice of Meeting and Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:30 p.m. on Thursday, November 30, 2023.

Jason Muninger

Jason Muninger, CFO/City Clerk

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

Open Meetings Act Compliance (25 O.S. Sec. 301 et seq.): All discussion items are subject to possible action by the Bartlesville Education Authority (BEA). Official action can only be taken on items which appear on the agenda. The BEA may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the BEA may refer the matter to the City Manager, Staff or City Attorney, or back to a committing or other recommending body. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely. Agenda items requiring a public hearing as required by law will be so noted. The BEA may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

**MINUTES OF THE SPECIAL MEETING
OF THE
BARTLESVILLE EDUCATION
AUTHORITY**



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

**Monday, March 6, 2023
5:30 p.m.**

**Chairman Dale Copeland
918-338-4282**

MINUTES

(The Notice of Meeting and Agenda were posted March 2, 2023 at 5:00 p.m.)

Trustees present were Chairman Dale Copeland, Vice Chairman Jim Curd, Jr., Trustees Trevor Dorsey, Billie Roane, and Loren Roszel.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, City Clerk/CFO; Terry Lauritsen, Director of Water Utilities; Kelli Williams, Chief Communications Officer; Matt McCollough, IT Director; Mike Richardson, Director of the Municipal Airport; Larry Curtis, Director of Community Development; Steve Roper, Engineer; Captain Andrew Ward, security; and Elaine Banes, Executive Assistant.

- 1. The business meeting of the Bartlesville Education Authority was called to order at 5:30 p.m. by Chairman Copeland.**
- 2. Roll Call was held and a quorum established.**
- 3. The Invocation was provided by Pastor Joe Colaw, First Wesleyan Church.**
- 4. Discuss and take action to approve the Special Meeting Minutes of September 7, 2021.**

Vice Mayor Curd moved to approve the minutes of June 7, 2021, seconded by Mr. Dorsey.

Ayes: Ms. Roane, Mr. Roszel, Mr. Dorsey, Vice Chairman Curd, Chairman Copeland

Nays: None

Motion: Passed

- 5. Consideration and action on a Resolution authorizing the Bartlesville Education Authority (the "Authority") to issue its Educational Facilities Lease Revenue Bonds (Bartlesville Public Schools Project) Series 2023 (the "Bonds") in the aggregate principal amount of not-to-exceed \$11,000,000; waiving competitive bidding and authorizing the Bonds to be sold on a negotiated basis; authorizing a Certificate of Determination designating Underwriters with respect to the sale of the Bonds (if applicable) and setting forth the purchaser, interest rates, redemption provisions, size and maturities of the Bonds; approving a Bond Purchase Agreement with respect to the sale of the Bonds and authorizing and directing execution thereof by the Chairman or Vice Chairman of the Authority; approving and authorizing execution of a Lease Purchase Agreement by and between the Authority and Independent School District No. 30 of Washington County, State of Oklahoma (the "School District"); approving and authorizing execution of a Bond Indenture authorizing the issuance and securing the payment of the Bonds; providing that the organizational document creating the authority is subject to the provisions of the Bond Indenture; approving and authorizing execution of a Ground Lease Agreement by and between the Authority and the School District; approving the form of an Official Statement pertaining to the Bonds and authorizing distribution of the same; approving the form of a Continuing Disclosure**

Agreement; authorizing and directing the execution of the Bonds and other documents relating to the transaction; and containing other provisions relating thereto.

Jon Wolff reported that this is the third or fourth transaction with the Bartlesville Education Authority (BEA) over the last six or seven years. The Bartlesville school district passed a bond issue recently in order to improve and expand two elementary schools, and with this action, are asking the BEA to be their conduit issuer in order to take advantage of building costs at today's pricing rather than waiting until the funds come in later from the bond issue. Mr. Wolff explained that school districts are limited by the State as to the amount of debt they are allowed to carry, but the City is not restricted. Therefore, the BEA becomes the conduit issuer via the lease, not to exceed \$11,000,000, to pass through to the school district to begin the improvements. This is a five-year lease, with an administration fee included for the City in the amount of \$45,000 for time spent on the issuance, as well as auditing expenses and any other associated costs.

Discussion ensued covering the minimal impact being the conduit issuer has on the City's bonding capacity and interest rates; an explanation of a bank qualified loan; how this type of lease is based on the calendar year, not the fiscal year; and how the tranche of funds for the City that will be disbursed this quarter will not be bank-qualified, at a minimal impact.

Vice Mayor Curd moved to approve the Resolution as presented, seconded by Mr. Dorsey.

Ayes: Mr. Roszel, Mr. Dorsey, Vice Chairman Curd, Ms. Roane, Chairman Copeland

Nays: None

Motion: Passed

6. BEA Trustee Comments and Inquiries.

There were no comments or inquiries.

7. There being no other business to address. Chairman Copeland adjourned the meeting at 5:51 p.m.

Dale W. Copeland, BEA Chairman

Jason Muninger, CFO/City Clerk
and Secretary to the BEA

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Approval of a Right-of-Way Agreement between the Bartlesville Education Authority and Oklahoma Natural Gas to facilitate natural gas supply to the Ag Building project for Independent School District No. 30.

Attachments:

Right-of-Way Agreement

Lease Purchase Agreement - Book 1193, Page 401, filed 9/17/2021

II. STAFF COMMENTS AND ANALYSIS

The Bartlesville Education Authority (BEA) entered into a Lease Purchase Agreement (LPA) with Independent School District No. 30 (ISD30) in September of 2021. The LPA was formalized to facilitate improvements to multiple ISD30-owned properties. One of the projects included in the LPA was the construction of a Vo-Ag Center on High School property. That tract of property was specifically identified in the LPA. Fast forward to the week of 11/21/2023, and Oklahoma Natural Gas needs to loop two gas mains together to increase natural gas supply for the anticipated load of the new Vo-Ag Center. They need to run a 2" poly gas main connecting a main on Cherokee to a main on Shawnee to ensure adequate pressure for the new facility. They need to run this line along ISD30-owned property near what used to be 18th Street right-of-way. Since ISD30 owns this property, ONG needs a Right-of-Way Agreement to install their main across a portion of the property. Time is of the essence to get natural gas service to the new Vo-Ag Center that is well along in construction; therefore, ONG has proposed a blanket ROW agreement over the entire tract to facilitate installing the gas main expeditiously, then they will survey the final alignment once the main is installed and request a final easement/agreement only covering 5' on each side of the centerline of the gas main. At that point the blanket easement/agreement would be terminated. Due to the LNA between the BEA and ISD30, the agreement requires BEA approval, authorizing Jason Muninger as signatory for the BEA, to sign the agreement. Preston Birk, of ISD30, has signed off on the agreement.

III. BUDGET IMPACT

There is no budget impact tied to this item.

IV. RECOMMENDED ACTION

Staff recommends approval of the Right-of-Way Agreement with Oklahoma Natural Gas with the understanding that this blanket agreement will be terminated and replaced with a more specific agreement covering the actual installed facility once the work is complete.

RIGHT OF WAY AGREEMENT

Form 428 (1-00)

THIS AGREEMENT made and entered into by and between, **BARTLESVILLE EDUCATION AUTHORITY**, hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc., an Oklahoma corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$10.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, together with the right of ingress to and egress from the below described land and contiguous land owned by Grantor in the County of Washington, State of **Oklahoma**, and more particularly identified and described as follows, to-wit:

LEGAL DESCRIPTION

A part of the SE/4 in section 13, Township 26 North, Range 12 East, I.B.&M., of a tract described in Book 1193 Page 401 at Washington County Clerks.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within ten feet of the pipeline of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipeline and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance, or removal of said pipeline.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this _____ day of _____, 2023.

By: _____
Jason Munninger

By: _____
Preston Birk

(Individuals)

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2023 by _____ of _____.

My Commission Expires: _____

Commission # _____

NOTARY PUBLIC

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of September 15, 2021, by and between **Bartlesville Education Authority**, as Lessor (the “Lessor”), and **Independent School District No. 30 of Washington County, State of Oklahoma**, as Lessee (the “Lessee”), wherein the parties hereby agree as follows:

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

“**Agreement**” means this Lease Purchase Agreement dated as of September 15, 2021, and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“**Cancellation Event**” means “Cancellation Event” as defined in Section 8 hereto.

“**Casualty Loss**” means “Casualty Loss” as defined in Section 26 of this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended.

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

“**Contract**” means any contract or contracts for the acquisition and/or installation of the Property.

“**Development Agreement**” means collectively that certain Development Agreement dated as of September 15, 2021, 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 BOKF, NA, Tulsa, Oklahoma.

“**Escrow Agreement**” means that certain Escrow and Paying Agent Agreement dated as of September 15, 2021, 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 September 15, 2021, by and between Independent School District No. 30 of Washington County, State of Oklahoma, as lessor, and the Bartlesville Education Authority, as lessee, pertaining to the Real Property upon which the Project components will be constructed and leased pursuant to this Agreement.



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“Indenture” shall mean that certain Note Indenture dated as of September 1, 2021, by and between the Lessor and BOKF, NA, as Trustee Bank, authorizing the issuance of and securing the Note.

“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.

“Note” shall mean that certain Lease Revenue Note, Series 2021A (Bartlesville Public Schools) dated September 15, 2021, and issued in the original principal amount of \$13,970,000 by the Lessor for the purpose of acquiring this Agreement.

“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-VIII 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, NA, Tulsa, 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, 2018. Lessee has experienced no material change in its financial condition since June 30, 2018.

(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 270 days 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 Note 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 Note, 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 Note is excluded from the gross income of the holder(s) of the Note 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 Note to be included in the gross income of the holder(s) of the Note for federal income tax purposes by reason of Section 103(b) of the Code and the applicable Regulations.

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

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

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

- (a) the expiration of the Original Term of this Agreement unless extended by mutual ratification pursuant to the provisions of Section 8;
- (b) the exercise by Lessee of the option to purchase the Property and payment of the Purchase Price and all amounts payable in connection therewith;
- (c) a default by Lessee and Lessor's election to terminate this Agreement under Section 36; or

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

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

Section 8. Non-Ratification and Right of Termination; Nonrenewal Event; Cancellation Event.

Upon expiration of the Original Term, the Agreement may be renewed by ratification for successive fiscal years each beginning on July 1st and ending on June 30th (each a "Renewal Term"). Pursuant to Title 62, Oklahoma Statutes Section 430.1 and Title 70, Oklahoma Statutes Section 5-117, continuation of this Agreement past the Original Term (representing the remaining portion of the fiscal year ending June 30, 2022) 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 Tulsa, Oklahoma, or in such other locality as the Escrow Agent may maintain its principal offices, are authorized by law to close for business, then the corresponding Payment need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said Payment falls due; provided however, in order to facilitate the timely payment of debt service on the Note, Lessee agrees that it shall transfer or cause to be transferred such Payments to the 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) [Reserved]; 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 September 15, 2021, covering certain real property as described therein located in Washington 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.

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 Note. 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, NA
 One Williams Center, 10th Floor
 Tulsa, Oklahoma 74172
 Attention: Corporate Trust Department
 Tele. No. (918) 588-6451
 Fax No. (918) 588-6083

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.

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I-2021-009118 Book 1193 Pg 418
09/17/2021 10:53am Pg 0401-0432
Fee: \$80.00 Doc: \$0.00
Annette Smith - Washington County Clerk
State of Oklahoma

VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM

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. 30 OF
WASHINGTON COUNTY, STATE OF
OKLAHOMA ("LESSEE")

By: 

Name: Scott Bilger

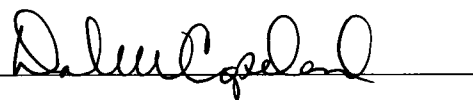
Title: President

Address for notices:

1100 South Jennings
Bartlesville, Oklahoma 74003



BARTLESVILLE EDUCATION AUTHORITY
("LESSOR")

By: 

Name: Dale Copeland

Title: Chairman

Address for notices:

401 Johnstone Ave.
Bartlesville, OK 74003-6619



I-2021-009118 Book 1193 Pg 419
09/17/2021 10:53am Pg 0401-0432

Fee: \$80.00 Doc: \$0.00

Annette Smith - Washington County Clerk
State of Oklahoma

VIEW ADDITIONAL RECORDS AT
OKCOUNTYRECORDS.COM

STATE OF OKLAHOMA)
) SS:
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on the 13th day of September, 2021, by Scott Bilger, President of the Board of Education of Independent School District No. 30 of Washington County, Oklahoma (Bartlesville 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.



[Handwritten Signature]

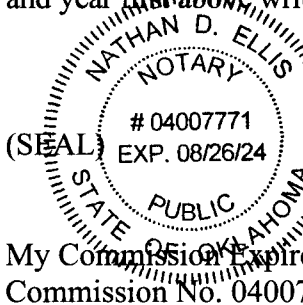
Notary Public

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on the 13th day of September, 2021, by Dale Copeland, Chairman of Trustees of the Bartlesville Education 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.



[Handwritten Signature]

Notary Public

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

I-2021-009118 Book 1193 Pg 420
09/17/2021 10:53am Pg 0401-0432
Fee: \$80.00 Doc: \$0.00
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State of Oklahoma

EXHIBIT A TO LEASE 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]

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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 Washington County, Oklahoma, to wit:

Tract I: (High School – Parcel ID 010999-132612-002000-56)

PART SECT 13-26-12 THAT PART OF THE SE/4 DES AS: BEG 150' S OF NE COR SE GO W 790' TO E LINE OF PUBLIC RD KNOWN AS HILLCREST DR; S ALONG E LINE OF RD TO A PT 30' S OF S LINE OF NE SE; GO E TO THE E LINE OF SEC; N 1200' TO P.O.B. LESS .026 AC TO CITY OF BARTLESVILLE: 21.76 AC BVILLE PART SECT

Tract II: (Vo-Ag Building – Parcel ID 010090-002001-000000-01)

LOT 1 BLK 2 CRESTVIEW

Tract III: (Ranch Heights Elementary – Parcel ID 010999-162613-005000-12)

PART SECT 16-26-13 NW NE SE LESS N 40' OF E 190' & LESS N 40' OF W 190': N 68' OF SW NE SE: 10.68 AC BARTLESVILLE PART SECTION

Tract IV: (Wilson Elementary – Parcel ID 010182-004001-000000-01)

LOTS 1 TO 7 & 15 BLK 4 HUGHES FISHER 2ND

Tract V: (Hoover Elementary/Madison Middle School – Parcel ID 010999-102613-005000-03)

PART S¼ 10-26-13 BE' SW COR NW ¼ GO N 470.2" S 70'DEG 24 MI' E 1401.2' N 660' E 707.21' S 63'DEG 57 'IN 45 S'C E 682'52" S 1'20" W 132"; N 130' W 1320' N 629.73' TO THE BEG: BVILLE PART SECT

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Tract VI: (Wayside Elementary – Parcel ID 010999-202613-002000-35)

PART SECT 20-26-13 BEG 51" S OF CENTER SEC GO W 285" S 480' E 535' N 4'0' W 250' TO
BEG LESS E 50' FOR STREET: 5.34 AC BVILLE PART SECT

Tract VII: (Kane Elementary – Parcel ID 010999-182613-005000-07)

PART SECT 18-26-13 BEG 418' E OF SW CO' LOT 1 GO N 750'2' E 570.4' N 209' E 400½ S TO
PT ON S LINE O' S 1/2 NW WHICH IS 13'9.36' E OF SW COR W 971.36' TO BEG: 18.68 AC
BVILLE PART SECT

Tract VIII: (Doenges Stadium – Parcel ID 010999-122612-001000-01)

PART ½ CT 12-26-12 THAT PART N 1/2 NE LYING E OF RR LESS FLAT IRON ADDN & LESS
.11 AC TO YMCA: 33.58 AC BVILLE PART SECT

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**EXHIBIT B TO LEASE PURCHASE AGREEMENT
PAYMENT SCHEDULE**

Commencement Date:	9/15/2021				
Principal Amount:	\$13,970,000.00				
Imputed Interest Rate:	1.13%				
Maximum Term:	7/1/2026				

Payment Date	Total Payment	Rental Payment	Acquisition Payment	Property Component Acquired ⁽¹⁾	Balance
9/15/2021					13,970,000.00
7/1/2022	125,300.81	125,300.81	0.00		13,970,000.00
7/1/2023	157,721.30	157,721.30	0.00		13,970,000.00
7/1/2024	157,721.30	157,721.30	0.00		13,970,000.00
7/1/2025	682,721.30	157,721.30	525,000.00	A	13,445,000.00
7/1/2026	13,596,794.05	151,794.05	13,445,000.00	B	0.00

(1) Please see Exhibit G for a description of the Property to be acquired pursuant to each Acquisition Payment.

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EXHIBIT C TO LEASE PURCHASE AGREEMENT

FORM OF INVESTMENT LETTER

[See Tab 15 of the Transcript of Proceedings]

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EXHIBIT D TO LEASE PURCHASE AGREEMENT

CLOSING CERTIFICATE OF THE LESSEE

[See Tab 19 of the Transcript of Proceedings]

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EXHIBIT E TO LEASE PURCHASE AGREEMENT

OPINION OF COUNSEL

[See Tab 13 of the Transcript of Proceedings]

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EXHIBIT F TO LEASE PURCHASE AGREEMENT

ESCROW AND PAYING AGENT AGREEMENT

[See Tab 5 of the Transcript of Proceedings]

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EXHIBIT G TO LEASE 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.

COMPONENT A **July 1, 2025** **\$525,000.00**

- Equipment acquired and placed in service at Bartlesville High School, including two box trucks (estimated project cost of \$315,628.68), a semi-tractor (estimated project cost of \$157,814.34), and a trailer for band (estimated project cost of \$78,907.18), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

COMPONENT B **July 1, 2026** **\$13,445,000.00**

- Improvements upon Real Property comprising high school track replacement (estimated project cost of \$255,817.05) and visitor seating at the high school stadium (estimated project cost of \$263,023.91), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Improvements upon Real Property comprising construction of the Vo-Ag Center (estimated project cost of \$7,098,557.54), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract II described therein.
- Improvements upon Real Property comprising improvements to the Ranch Heights Elementary gym floor (estimated project cost of \$76,802.98), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract III described therein.
- Improvements upon Real Property comprising improvements to the Wilson Elementary gym floor (estimated project cost of \$54,708.97) and remodel of the Wilson Elementary front entrance (estimated project cost of \$1,893,772.12), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract IV described therein.
- Improvements upon Real Property comprising improvements to the Hoover Elementary gym floor (estimated project cost of \$89,428.13) and construction of a softball/golf facility at Madison Middle School (estimated project cost of \$604,954.99), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract V described therein.
- Improvements upon Real Property comprising improvements to the Wayside Elementary gym floor (estimated project cost of \$79,959.27), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VI described therein.

- Improvements upon Real Property comprising remodel of the Kane Elementary front entrance (estimated project cost of \$1,893,772.12), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VII described therein.
- Improvements upon Real Property comprising construction of an indoor baseball practice facility at Doenges Memorial Stadium (estimated project cost of \$604,954.99), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VIII described therein.
- Contingency funds relating to Improvements upon Real Property and/or Equipment acquired and placed in service (estimated project cost of \$477,045.76), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

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EXHIBIT H TO LEASE PURCHASE AGREEMENT

FORM OF BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the Bartlesville Education Authority, party of the first part, for and in consideration of the sum of \$ _____ in hand paid by Independent School District No. 30 of Washington 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 Lease 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 Bartlesville Education 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 Bartlesville Education Authority, the party of the first part, does hereunto set its hand this _____ day of _____, 20__.

**BARTLESVILLE EDUCATION
AUTHORITY**

By: Chairman

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State of Oklahoma

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on the ___ day of _____, 20___, by _____, Chairman of the Bartlesville Education Authority, as Lessor pursuant to that certain Lease Purchase Agreement dated as of September ___, 2021, on behalf of said Lessor.

(SEAL)

Notary Public

My commission expires: _____
My commission number: _____

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