

INSTRUCTIONS TO BIDDERS

Place and Time of Sale

The Board of Education shall receive bids at the Lawton Public Schools Shoemaker Education Center, 753 NW Fort Sill Boulevard, Lawton, Oklahoma, until 10:30 A.M., local time, January 20, 2022, for the General Obligation Bonds, Series 2022A (the "Bonds") more completely described in the "Official Statement." Bids will be considered, and are expected to be awarded, by the Board of Education at a meeting to be held at 5:00 P.M., local time, January 20, 2022, at the Lawton Public Schools Shoemaker Education Center, Auditorium (Room 1), 753 NW Fort Sill Boulevard, Lawton, Oklahoma.

Bids may be submitted either:

- a. In a sealed envelope addressed to the School District Comptroller as described below; or
- b. Electronically via **PARITY** in accordance with this Notice of Sale, until 10:30 a.m. local time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact the financial advisor to the School District or PARITY at 395 Hudson Street, 3rd Floor, New York, NY telephone (212) 806-8304. In the event of a malfunction in the electronic bidding process, bidders may submit their bids by facsimile transmission to the financial advisor at FAX (405) 272-2340. To bid via **PARITY**, bidders must have made arrangements for the Good Faith Deposit prior to the sale time.

Address of Sealed Bids

Sealed bids for the Bonds, shall be submitted on the "Official Bid Form", a copy of which is enclosed, and addressed as shown below:

Bid for Bonds of I.S.D #8 of Comanche County, Oklahoma
Attention: Lance Gibbs, CFO
753 NW Fort Sill Boulevard
Lawton, Oklahoma 73507

Any bidder submitting their bid via PARITY only need to complete and sign an Official Bid Form if it is determined they are the winning bid.

Any bidders wishing to have the Financial Advisor carry their bid to the sale should submit a signed Official Bid Form to the Financial Advisor prior to the sale.

Contact information for the Financial Advisor:

BOK Financial Securities, Inc. (Attn: Zack Robinson or Chris Gander)
499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102
Phone (405) 272-2199 or (405) 272-2075
zrobinson@bokf.com or cgander@bokf.com

Description of the Bonds

The Bonds will be dated March 1, 2022, and shall bear interest from that date. Interest on the Bonds shall be payable semiannually on March 1 and September 1 by check or draft of the Paying Agent-Registrar. **The first interest payment shall be due on March 1, 2023.**

The Bonds, authorized at an election held for that purpose, are being issued in accordance with the provisions contained in Article X, Section 26 of the Oklahoma Constitution, and the statutes of the State supplementary thereto, and shall constitute direct and general obligations of Independent School District #8 of Comanche County, Oklahoma, payable from ad valorem taxes levied against all taxable property located therein, excepting homestead exemptions, without limitation as to rate or amount.

MATURITY SCHEDULE

| <u>Maturity</u> | <u>Principal</u> |
|-----------------|------------------|
| 3-1-2024 | \$1,090,000 |
| 3-1-2025 | \$2,170,000 |
| 3-1-2026 | \$2,170,000 |
| 3-1-2027 | \$2,170,000 |

The General Obligation Bonds, Series 2022A are not subject to redemption prior to maturity.

Book-Entry-Only System

The Bonds will be issued by means of a book-entry-only system with no physical delivery of bond certificates made to the public. One bond certificate for each maturity will be issued to the Depository Trust Company (“DTC”) or its nominee, CEDE & Co., and immobilized in its custody. The book-entry-only system will evidence ownership of the Bonds in the principal amount of \$5,000 or any integral multiple thereof, with transfer of ownership effected on the records of DTC and its participants pursuant to rules and procedures of DTC and its participants. Bond certificates registered in the name of CEDE & Co. will be deposited with DTC. Interest, principal, and redemption premium (if any) will be payable to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest, and redemption premium (if any) to participants of DTC will be the responsibility of DTC and transfer of principal, interest, and redemption premium (if any) to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The District will not be responsible or liable for such transfers of payments or for maintaining, supervising, or reviewing the records maintained by DTC, its participants or persons acting through such participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered. The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered. In either situation, the District may attempt to locate another qualified securities depository. If the District fails to locate another qualified securities depository or if the District determines that it is in the best interest of the District, the District will deliver definitive Bonds to each beneficial owner, or its nominee, as provided in the resolution pursuant to which the Bonds are issued.

Types of Bids and Interest Rates

The Bonds shall be sold in one block, all or none, and no bid of less than par and accrued interest shall be considered. **The premium bid, if any, shall not exceed 3% of the par value of the Bonds (\$228,000).** Bidders shall specify the rates of interest the Bonds shall bear in multiples of one-eighth (1/8th) or one-twentieth (1/20th) of one percent (1%) per annum. Bidders must specify a rate or rates of interest the Bonds shall bear but will be limited to a **three percent (3%) variation between high and low interest rates**. No interest rate in excess of 10.00% shall be considered. Bidders are not restricted as to the number of rates that may be named, provided that only one single rate shall be specified for all bonds of the same maturity.

Basis for Award

For the purpose of awarding the Bonds, the interest of each bid shall be computed by determining, at the rate or rates specified therein, the total dollar value of all interest on the Bonds from March 1, 2022, to their respective maturities, and deducting therefrom the premium bid, if any. The Bonds shall be awarded to the

bidder whose bid, on the basis of the above computation, produces the lowest net interest cost to the School District.

Official Bid Forms and Good Faith Deposits

The Board of Education shall receive sealed and electronic bids. Sealed bids for the Bonds must be submitted in duplicate and without deviation on the Official Bid Form furnished by the School District and shall be enclosed in a sealed envelope. Electronic bids may be submitted via **PARITY** as described elsewhere herein. If the winning bid is submitted electronically, the winning bidder will be required to fully execute an Official Bid Form prior to delivery of the Bonds.

A Good Faith Deposit (“Deposit”) in the form of a certified or cashier’s check, cash via wire transfer or a Financial Surety Bond in the amount of **\$152,000**, which is two percent (2%) of the par value of the Bonds, payable to the order of Independent School District #8 of Comanche County, Oklahoma, is required for each bid to be considered. Bidders wishing to wait until after the bid deadline to submit their Good Faith Deposit are allowed to do so, as long as the Good Faith Deposit is received by the School District prior to the time of the award by the Board of Education. Wire instructions for the School District are available upon request to the Financial Advisor.

If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Oklahoma and meeting the minimum qualifications for such providers (i.e. “AAA” rated), and such bond must be submitted to the Issuer or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (“Purchaser”) is required to submit its Deposit to the Issuer or its Financial Advisor in the form of a cashier’s check (or wire transfer such amount as instructed by the Issuer or its Financial Advisor) not later than 3:30 PM Oklahoma time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the Issuer to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Purchaser. The Good Faith Deposit shall be applied to the purchase price of the Bonds or returned to the successful bidder upon payment, whichever is desired by said bidder. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the Issuer. No interest will be paid by the School District on the Good Faith Deposit.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for any Bonds in accordance with the terms of the Official Bid Form. All expenses in relation to printing CUSIP numbers on the bonds and the CUSIP Service Bureau charge for the assignment of such numbers shall be paid by the school district.

Legal Opinion

Bids for the Bonds may be submitted subject to the opinion of The Public Finance Law Group PLLC, Oklahoma City, Oklahoma as Bond Counsel, whose fee will be paid by the School District, and the Attorney General of the State of Oklahoma.

Non-Litigation Certificate

With delivery of the Bonds, the District shall execute and furnish the successful purchaser with a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain or enjoin the issuance or delivery of said Bonds, to affect the provisions made for their payment or security, or in any manner to question the validity of said Bonds.

Delivery

Delivery of the Bonds shall be made at the expense of the purchaser in New York, New York, through the Depository Trust Company (DTC) against payment in good funds of the agreed upon purchase prices. Delivery of the Bonds to the Purchaser is anticipated on or about March 8, 2022.

Municipal Bond Insurance

In the event the Bonds are qualified for municipal bond insurance, and the purchaser wants to purchase bond insurance, the cost thereof will be paid by the purchaser. Any fees paid to any rating agencies as a result of said insurance will also be paid by the purchaser.

Compliance with SEC Rules

The Official Statement. The School District has prepared the accompanying Preliminary Official Statement, and for the limited purpose of complying with SEC Rule 15c2-12, deems such Preliminary Official Statement to be final as of its date within the meaning of such Rule for the purpose of review prior to bidding. The Purchaser(s) shall be responsible for providing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the sale. No more than seven business days after the date of the sale, the School District will provide without cost to the purchaser a reasonable number of copies of the Final Official Statement; provided, however, that minor delays in furnishing such Final Official Statement will not be a basis for purchaser's failure to pay for and accept delivery of the Bonds. Additional copies of the Final Official Statement will be made available at the purchaser's request and expense. If the sale of the Bonds is awarded to a syndicate, the School District will designate the senior managing underwriter of the syndicate as its agent for purposes of distributing copies of the Final Official Statement to each participating underwriter. Any underwriter executing and delivering a bid form with respect to the Bonds agrees thereby that if its bid is accepted, it shall accept such designation and shall enter into a contractual relationship with all syndicate members for the purpose of assuring the receipt and distribution of the Final Official Statement to each such syndicate member. The School District assumes no responsibility or obligation for the distribution or delivery of the Final Official Statement to anyone other than the purchaser.

At the time of payment for and delivery of the Bonds, the issuer will provide a certificate executed by the proper officers of the issuer to the effect that to the best of their knowledge and belief the statements in the official statement as of its date and as of the date of its delivery are true and correct in all material respects and the official statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made, not misleading.

Continuing Disclosure. In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the School District will undertake, pursuant to a resolution of the Board of Education and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. Such Continuing Disclosure Agreement will be a document required to be delivered at closing by the School District.

(Remainder of this page intentionally left blank)

Establishment of Issue Price

The winning bidder shall assist the School District in establishing the issue price of the Bonds and shall execute and deliver to the School District prior to closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public, if at least three bids are received by the School District or, if less than three bids are received, the sales price or prices at which the first 10 percent (10%) of each maturity of the Bonds is sold to the public, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the School District, the Financial Advisor, and Bond Counsel, if applicable.

The School District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds to the public (the “competitive sale requirements”):

- a. the School District shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the School District anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds;
- d. the School District anticipates awarding the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest net interest cost, as set forth in this Notice of Sale of Bonds.

The School District shall take all reasonable steps that are appropriate so that the initial sale of the Bonds to the public will satisfy the competitive sale requirements.

In the event that the initial sale of the Bonds to the public does not satisfy the competitive sale requirements, bids will not be subject to cancellation and the School District will treat the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity.

If the 10% test has not been satisfied as to any maturity of the Bonds, the winning bidder agrees that, for each maturity of the Bonds that has not satisfied the 10% test (the “Undersold Maturities”), it will neither offer nor sell any of the Undersold Maturities of such maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Offering Period for such maturity, nor will it permit a related party to do so. With respect to the Undersold Maturities, the Offering Period is defined as the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the sale date, or (ii) the date on which the winning bidder has sold 10% of such Undersold Maturity (or Maturities, if applicable) to the public at a price that is no higher than the Initial Offering Price for such Undersold Maturity (or Maturities, if applicable).

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the winning bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to neither offer nor sell any of the Undersold Maturities of such maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Offering Period for such maturity, nor will it permit a related party to do so, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to neither offer nor sell any of the Undersold Maturities of such maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Offering Period for such maturity, nor will it permit a related party to do so.

Sales of said Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- a. "public" means any person other than an underwriter or a related party;
- b. "underwriter" means (i) any person that agrees pursuant to a written contract with the School District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public); and
- c. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to more than 50% common ownership.

In the event the winning bidder will not reoffer the Bonds for sale to the public, the Issue Price Certificate may be modified in a manner approved by the School District.

All action to be taken by the School District under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the School District by BOK Financial Securities, Inc., the School District's Financial Advisor, and any notice or report to be provided to the School District may be provided to BOK Financial Securities, Inc.

NOTE: In the event that the initial sale of the Bonds to the public does not satisfy the competitive sale requirements as defined above, and the winning bidder informs the Financial Advisor that there exist certain Undersold Maturities, the basis for determining the issue price of the Bonds may be different from the method described herein and may be determined on the sale date upon approval of the Financial Advisor.

Miscellaneous

Additional information may be obtained from the offices of BOK Financial Securities, Inc., 499 W. Sheridan Avenue, Suite 2500, Oklahoma City, OK 73102 (Zack Robinson; tel. 405-272-2199 or Chris Gander; tel. 405-272-2075).

| | | |
|-----|---|--|
| (A) | Average Life of Bonds (years from dated date) | 3.713 |
| (B) | Interest Multiple Limitation | 1/8th or 1/20th of 1% |
| (C) | Maximum Allowable Premium | \$228,000 |
| (D) | Maximum Interest Rate Variation | 3.00% |
| (E) | Maximum Interest Rate | 10.00% |
| (F) | First Interest Payment | March 1, 2023 |
| (G) | Amount of Good-Faith Deposit | \$152,000 |
| (H) | Denomination | \$5,000 or any integral multiple thereof |

Bonds will be sold in accordance with the provisions of Title 62, Sections 353 and 354, Oklahoma Statutes 2011, and Article X, Section 26, Oklahoma Constitution.

Unless all bids are rejected, award for the Bonds will be made to the bidder complying with the terms of the sale and offering to purchase the bonds at the lowest net interest cost as defined in "Basis for Award" herein. The right is reserved to reject any and all bids and to waive all informalities and irregularities.

FORM OF ISSUE PRICE CERTIFICATE

**INDEPENDENT SCHOOL DISTRICT NUMBER 8
COMANCHE COUNTY, OKLAHOMA
(Lawton School District)**

**\$7,600,000
General Obligation Bonds, Series 2022A**

The undersigned, on behalf of _____ (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price-Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) The Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, to the best of our knowledge based on our records, the Underwriter has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) ***Issuer*** means Independent School District Number 8, Comanche County, Oklahoma.

(e) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a Related Party (as such terms are defined below) to an Underwriter.

(g) A purchaser of any of the Bonds is a *Related Party* to any Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is January 20, 2022.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only, and as it relates to the actions of the other Underwriters, such representations are made to the best of the Underwriter's knowledge based on the Underwriter's records. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Arbitrage and Use of Proceeds Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by The Public Finance Law Group PLLC, Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2022

_____, as Underwriter

By: _____

Name: _____

Schedule A

Sale Prices

General Rule Maturities

Not Applicable

Maturities Listed Below

| Maturity Date | Principal Amounts | Interest Rate | YIELD | CUSIP Base: 200003 |
|----------------------|--------------------------|----------------------|--------------|---------------------------|
| 03-01-2024 | \$1,090,000 | ____% | ____% | ____ |
| 03-01-2025 | \$2,170,000 | ____% | ____% | ____ |
| 03-01-2026 | \$2,170,000 | ____% | ____% | ____ |
| 03-01-2027 | \$2,170,000 | ____% | ____% | ____ |

Hold-the-Offering-Price Rule Maturities

Not Applicable

Maturities Listed Below

Schedule B

Pricing Wire or Equivalent Communication

_____ Not applicable, because there are no Hold-the-Offering-Price Maturities

_____ Attached

OFFICIAL BID FORM – GENERAL OBLIGATION BONDS, SERIES 2022A

Honorable President and Members of
the Board of Education
Lawton School District
Lawton, Oklahoma

January 20, 2022

Ladies and Gentlemen:

For your issue of General Obligation Bonds, Series 2022A, in the amount of \$7,600,000 with principal and semi-annual interest payable by the Paying Agent-Registrar, we will pay you, in federal funds, par and accrued interest, plus a total premium of \$ _____ for Bonds bearing interest and maturing as follows:

- \$1,090,000 due 3-1-2024 @ _____
- \$2,170,000 due 3-1-2025 @ _____
- \$2,170,000 due 3-1-2026 @ _____
- \$2,170,000 due 3-1-2027 @ _____

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Gross Interest Cost: \$ _____ Net Interest Cost: \$ _____ Average Rate of Interest: _____ %

Payment in federal funds for the Bonds in accordance with the above terms will be made within five (5) days after their tender to us, free and clear of any bank charges or delivery expenses, under the following stipulations: (1) that said Bonds be in the hands of the Attorney General for examination within thirty (30) days from this date without litigation pending; (2) that within twenty (20) days after the approval of said Bonds by the Attorney General, we are to be furnished with a complete transcript of proceedings covering said Bonds; (3) that the Bonds shall be tendered to us for payment within thirty-five (35) days after their approval by the Attorney General, which shall not exceed seventy (70) days from this date; (4) that after the thirty (30) day statutory contest period, we are to be furnished with such additional certificates as may be necessary to establish legality, legal delivery and freedom from litigation, all to the satisfaction of The Public Finance Law Group PLLC, Oklahoma City, Oklahoma, Bond Counsel, whose fee will be paid by the School District; otherwise delivery of the bonds shall be made to us, but only at our option; (5) that the School District has adopted an agreement establishing its intent to assist in compliance with SEC Rule 15c2-12(b)(5).

As evidence of our good faith, we enclose herewith a certified or cashiers check, cash via wire transfer or financial surety bond in the sum of **\$152,000** to be held by you and to be forfeited to you as liquidated damages in the event we fail or refuse to comply with this agreement in accordance with your Official Notice of Sale.

We agree to complete, execute, and deliver to the School District or Financial Advisor, at least five business days prior to delivery of the Bonds, a certificate relating to the “issue price” of the Bonds in the form and to the effect accompanying the Notice of Sale, with such changes thereto as may be acceptable to the School District or Financial Advisor. This bid is a firm offer for the purchase of the Bonds identified in the Notice of Sale and is not subject to any conditions, except as permitted under the terms of the Notice of Sale.

If prior to delivery of these Bonds, the interest received from bonds of the same type and character shall be subject to Federal income taxation by ruling, decisions, or law, we may, at our election, be relieved of our obligation under this contract and in such case the deposit will be returned.

Respectfully submitted,

(Signature)

(Title)

(Representing)

Accepted this 20th day of January, 2022.

WITNESS OUR OFFICIAL HAND AND SEAL

ATTEST: _____
Clerk

President

(SEAL)

Receipt is acknowledged of the good faith check mentioned above.