

**GOVERNMENTAL OR QUASI-GOVERNMENTAL RIDER
TO LEASE PURCHASE AGREEMENT**

THIS RIDER to that certain Lease Purchase Agreement (together with all Exhibits and this Rider, the “Agreement”) dated as of the date of the last signature affixed hereto, by and between **Independent School District No. 1 of Tulsa County, Oklahoma** (the “Lessor”), and _____** (the “Lessee”).

NOTWITHSTANDING ANY ITEM IN THE AGREEMENT, THE PARTIES HERETO AGREE AS FOLLOWS:

I. **These Terms Incorporated.** This document is incorporated in and is hereby made a part of the Agreement. In the event provisions in this Rider and other components of the Agreement conflict, the language in this Rider shall control.

II. **Definitions.** The following is hereby added to **Section 1** of the Agreement:

“**Lease Term**” means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 5.

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

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

“**Renewal Term**” means the optional renewal terms of this Agreement, each having a duration of one year coinciding with Lessee’s fiscal year.

“**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.

III. **Representations and Covenants of Lessee.** The following is hereby added to **Section 2** of the agreement:

(g) Lessee is a public charter school formed under the provisions of the Oklahoma Charter School Act or a political subdivision of the State.

(h) 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.

(i) Lessee has duly authorized the execution and delivery of this Agreement by the official action of its governing body.

(j) 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.

- IV. **Lease Term. Section 4** of the Agreement is hereby deleted, and the following is hereby inserted in lieu thereof:

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.

- V. **Termination of Lease Term.** The following is hereby added to **Section 5** of the Agreement:

(d) the expiration of the Original Term or any subsequent Renewal Term of this Agreement unless extended by mutual ratification pursuant to the terms of this Agreement.

- VI. **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, if applicable, the taxing power of the Lessee as a source of security for the Payments hereunder.

- VII. **Non-Ratification and Right of Termination; Nonrenewal Event; Cancellation Event.** Upon expiration of the Original Term, the Agreement may be renewed by mutual ratification for successive fiscal years each beginning on July 1st and ending on June 30th (each a "Renewal Term"). Continuation of this Agreement past the Original Term (representing the remaining portion of the fiscal year ending June 30, 2025) 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 above, then a "Nonrenewal Event" shall be deemed to have occurred. If 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) Lessee shall surrender to Lessor possession of the Property; (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.

VIII. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Section 16 of the Agreement is hereby deleted, and the following is hereby inserted in lieu thereof:

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 exempt from all ad valorem 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.

IX. **Remedies on Default.** The following is hereby added to Section 29 of the Agreement:

(d) Under no circumstances shall Lessee be liable 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.

Except as specifically set forth in this Rider, all terms and conditions contained in the Agreement will remain in full force and effect and are hereby ratified and confirmed.

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 of the signature last hereto affixed.

LESSOR:

LESSEE: **

**INDEPENDENT SCHOOL DISTRICT
NO. 1 OF TULSA COUNTY,
OKLAHOMA**

By: _____
Stacey Woolley
President, Board of Education

By: _____ **

Name: _____ **

Title: _____ **

Date: _____

Date: _____ *

ATTEST:

Clerk, Board of Education

