The Notice of Sale and Instructions to Bidders do not alone constitute an offer to sell but is merely notice of sale of the Bonds described herein. The offer to sell such Bonds is being made by means of this Notice of Sale and Instructions to Bidders, the Official Bid Form and the Official Statement.

Notice of Sale
And
Instructions to Bidders

$14,380,000
Combined Purpose General Obligation Bonds, Series 2019A

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

BIDS RECEIVED UNTIL:	**Thursday, February 21, 2019 until 1:00 P.M., local time**
BIDS AWARDED:	**Thursday, February 21, 2019 5:00 P.M., local time**

Financial Advisor

BOK Financial Securities, Inc.
499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102
Phone: (405) 272-2199 or (405) 272-2075
Fax: (405) 272-2340

Note: Interest on the Bonds is exempt from federal and State of Oklahoma income taxes.

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 1:00 P.M., local time, February 21, 2019, for the Combined Purpose General Obligation Bonds, Series 2019A (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, February 21, 2019, 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 CFO as described below; or
(b) Electronically via ***PARITY*** in accordance with this Notice of Sale, until 1:00 p.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", copies of which are enclosed, and addressed as shown below:

Bid for Bonds of I.S.D #8 of Comanche County, Oklahoma
Attention: Ms. Elizabeth Brown-Hill, 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, 2019, 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, 2020.**

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

Maturity	Principal
3-1-2021	$3,595,000
3-1-2022	$3,595,000
3-1-2023	$3,595,000
3-1-2024	$3,595,000

The Combined Purpose General Obligation Bonds, Series 2019A 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 ($431,400)**. 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, 2019, 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 **$287,600**, 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 April 4, 2019.

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; 405-272-2199 or Chris Gander; 405-272-2075).

(A)	Average Life of Bonds (years from dated date)	3.500
(B)	Interest Multiple Limitation	1/8th or 1/20th of 1%
(C)	Maximum Allowable Premium	$431,400
(D)	Maximum Interest Rate Variation	3.00%
(E)	Maximum Interest Rate	10.00%
(F)	First Interest Payment	March 1, 2020
(G)	Amount of Good-Faith Deposit	$287,600
(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.

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of _____ (the "Underwriter"), hereby certifies as set forth below with respect to the sale of the $14,380,000 Combined Purpose General Obligation Bonds, Series 2019A (the "Bonds)" of Independent School District No. 8 of Comanche County, Oklahoma (the "School District"):

(Sales where at least three bids are received from established underwriters)

1. Reasonably Expected Initial Offering Price
   (a) As of the Sale Date, the reasonably expected initial offering prices of the bonds to the Public by the Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Bonds used by the Underwriter in formulating its bid to purchase the Bonds.
   (b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.
   (c) The bid submitted by the Underwriter constituted a firm bid to purchase the Bonds.

(Sales where less than three bids are received from established underwriters and at least 10% of each maturity is sold)

1. Sale of the Bonds. As of the date of this Certificate, for each Maturity of the Bonds, the first price at which a Substantial Amount of each Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

(Sales where less than three bids are received from established underwriters and less than 10% of each maturity is sold)

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

2. Initial Offering Price of the Undersold Maturities.
   (a) The Underwriter offered the Undersold 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) As set forth in the Notice of Sale of Bonds, the Underwriter has agreed in writing that, for each Maturity of the Undersold Maturities, it would 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 would it permit a related party to do so. Pursuant to such agreement, the Underwriter has neither offered nor sold any Maturity of the Undersold Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Undersold Maturities during the Offering Period.

(Sales where the Purchaser has no intention to sell, reoffer, or otherwise dispose of the Bonds)

1. Purchase of the Bonds. On the date of this Certificate, the Purchaser is purchasing the Bonds for the amount of $_____. The Purchaser is not acting as an Underwriter with respect to the Bonds and is not a related party to an Underwriter of the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds

or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party of the Purchaser.

Defined Terms.

a. *10% Maturities* shall mean those Maturities of the Bonds shown on Schedule A hereto as the "10% Maturities."
b. *Issuer* shall mean Independent School District No. 8 of Comanche County, Oklahoma.
c. *Maturity* shall mean 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.
d. *Undersold Maturities* shall mean those Maturities of the Bonds shown on Schedule A hereto as the "Undersold Maturities."
e. *Offering Period* shall mean, with respect to an Undersold 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 Underwriter has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity
f. *Public* shall mean any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Regulatory Underwriter or a related party to a Regulatory Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
g. *Regulatory Underwriter* shall mean (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).
h. *Sale Date* shall mean 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 the 21st day of February, 2019.
i. *Substantial Amount* shall mean ten percent (10%).

The undersigned understands that the foregoing information will be relied upon by the School District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel 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 any other federal income tax advice that it may give to the School District from time to time relating to the Bonds.

EXECUTED and DELIVERED as of the _____ day of _____, 2019.

_____ (Signature)

_____ (Title)

_____ (Representing)

SCHEDULE A

Expected Offering Prices

(Attached)

OFFICIAL BID FORM – COMBINED PURPOSE GENERAL OBLIGATION BONDS, SERIES 2019A

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

February 21, 2019

Ladies and Gentlemen:

For your issue of Combined Purpose General Obligation Bonds, Series 2019A, in the amount of $14,380,000 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:

$3,595,000 due 3-1-2021 @ _____
$3,595,000 due 3-1-2022 @ _____
$3,595,000 due 3-1-2023 @ _____
$3,595,000 due 3-1-2024 @ _____

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 **$287,600** 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 21st day of February, 2019.

WITNESS OUR OFFICIAL HAND AND SEAL

_____
President

ATTEST: _____
Clerk

(SEAL)

Receipt is acknowledged of the good faith check mentioned above.