

MUSKOGEE COUNTY, OKLAHOMA

LEASE PURCHASE AGREEMENT FOR EQUIPMENT

THIS AGREEMENT IS MADE ON THE 21 DAY OF OCTOBER, 2024, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND COMMUNITY NATIONAL BANK OF OKARCHE DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, THE LESSOR LEASES TO THE LESSEE THE FOLLOWING DESCRIBED EQUIPMENT, ALL OF WHICH SHALL BE DESIGNATED THROUGHOUT THIS INSTRUMENT AS THE "EQUIPMENT"

<u>MAKE MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2024 JOHN DEERE	60 P-TIER EXCAVATOR SN#1FF060PATRJ002586	(1) ONE	\$154,444.53	\$173,814.17

II. PAYMENT OF LEASE PURCHASE INSTALLMENTS

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO LEASE PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY THE LESSOR, FOR THE EQUIPMENT, THE SUM OF \$2,896.90 PER MONTH, DURING THE TERM OF THIS AGREEMENT OR ANY RENEWAL OF THE AGREEMENT, IN THE ALTERNATIVE, THE LESSEE PROMISES TO PAY THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE REQUISITIONING AGENCY AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE AGENCY.

III. LEASE TERM

THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY THE LESSEE AND SHALL AUTOMATICALLY TERMINATE, UNLESS RENEWED IN ACCORDANCE WITH THE TERMS SET FORTH BELOW, AT THE END OF THE FISCAL YEAR OF THE STATE OF OKLAHOMA DURING WHICH THE LEASE IS COMMENCED.

IV. OPTION TO RENEW

THE LESSEE IS HEREBY GRANTED 5 SUCCESSIVE OPTIONS TO RENEW THIS LEASE FOR ADDITIONAL TERMS NOT TO EXCEED ONE FISCAL YEAR EACH, PLUS ONE FINAL OPTION TO RENEW THIS LEASE FOR A PERIOD OF 4 MONTHS, ALL UPON THE SAME TERMS AND CONDITIONS, PROVIDED THAT SUCH OPTIONS MAY BE EXERCISED, AS A MATTER OF RIGHT, SOLELY AND EXCLUSIVELY BY THE LESSEE. THE EXERCISE OF ANY SUCH OPTION SHALL BE ACCOMPLISHED BY THE ISSUANCE OF A PURCHASE ORDER UPON OR WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE TERMS OF THIS LEASE OR ANY RENEWAL THEN IN EFFECT.

V. TITLE TO EQUIPMENT

THE EQUIPMENT IS AND SHALL AT ALL TIMES DURING THE TERM OF THIS LEASE AND ANY RENEWAL TERMS REMAIN THE SOLE PROPERTY OF THE LESSOR AND THE LESSEE SHALL HAVE OR ACQUIRE NO RIGHT, OR TITLE TO THE EQUIPMENT UNTIL THE FINAL PAYMENT IS MADE.

VI. OPTION TO PURCHASE

IN THE EVENT THE LESSEE SHALL HAVE EXERCISED ALL OF ITS OPTIONS FOR RENEWAL OF THIS LEASE AS PROVIDED IN PARAGRAPH IV, ABOVE, UPON TENDER OF THE LAST LEASE PAYMENT DUE UNDER THE LAST RENEWAL TERM, THE LESSEE SHALL ACQUIRE TITLE TO AND OWNERSHIP OF THE EQUIPMENT IN THE ALTERNATIVE, THE LESSEE, AT ITS SOLE AND EXCLUSIVE OPTION, MAY PURCHASE THE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS LEASE OR DURING ANY RENEWAL TERM AS PROVIDED BY PARAGRAPH IV, ABOVE, GIVING WRITTEN NOTICE TO THE LESSOR OR LESSEE'S INTENT TO PURCHASE ACCOMPANIED BY A SINGLE, FINAL PAYMENT OF \$0.17 (IF THE PURCHASE PRICE IS TO BE REDUCED BY A PERCENTAGE OF THE LEASE PAYMENTS MADE PRIOR TO THE EXERCISE OF THE PURCHASE OPTION, DESCRIBED FULLY, IN THE SPACE PROVIDED, THE MANNER IN WHICH SUCH REDUCTION SHALL BE COMPUTED. IF ADDITIONAL SPACE IS NECESSARY, ATTACH A WRITTEN SCHEDULE OF PURCHASE OPTION PRICES WHICH SHALL BE INCORPORATED IN THE TERMS OF THIS AGREEMENT BY REFERENCE) IN THE EVENT THE LESSEE SHALL EXERCISE ANY OPTION TO PURCHASE THE EQUIPMENT, THE LESSOR ASSIGNS TO THE LESSEE ALL RIGHTS OF AND CLAIMS WHICH THE LESSOR MAY HAVE OR ACQUIRE ARISING UNDER THE ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE REGARDING THE EQUIPMENT PURCHASED UNDER THE TERMS OF THIS AGREEMENT.

VII. DELIVERY AND RETURN OF EQUIPMENT

THE LESSOR SHALL BEAR ALL COST OF SHIPPING AND DELIVERING THE EQUIPMENT TO THE LESSEE. INSTALLATION COSTS, IF ANY, SHALL BE BORNE BY THE LESSOR. THE EQUIPMENT SHALL BE DELIVERED TO OR INSTALLED AT THE LOCATION DESIGNATED BY THE LESSEE.

VIII. REPAIRS AND MAINTENANCE

THE LESSEE SHALL MAINTAIN THE EQUIPMENT IN GOOD WORKING ORDER AND SHALL MAKE ALL NECESSARY ROUTINE ADJUSTMENTS AND REPAIRS, AS A RESULT OF FAIR WEAR AND TEAR, ALL AT THE EXPENSE OF THE LESSEE. THE LESSOR AND THE LESSEE MAY PROVIDE FOR THE MAINTENANCE AND REPAIR OF THE EQUIPMENT BY SEPARATE WRITTEN AGREEMENT, AND, IN THE EVENT THEY MAKE SUCH AGREEMENT, ITS TERMS SHALL SUPERSEDE AND REPLACE THE PROVISIONS OF THIS PARAGRAPH OF THIS LEASE.

IX. TAXES

THE LESSOR SHALL FORTHWITH PAY ALL TAXES WHICH MAY BE IMPOSED UPON IT WITH RESPECT TO THE EQUIPMENT

X. INSURANCE

THE LESSEE SHALL OBTAIN AND MAINTAIN FIRE AND EXTENDED COVERAGE CASUALTY INSURANCE COVERING THE EQUIPMENT FROM THE TIME THE EQUIPMENT IS DELIVERED UNTIL THIS LEASE IS TERMINATED. THIS INSURANCE SHALL BE IN A FORM ACCEPTABLE TO THE LESSOR AND SHALL INSURE THE FULL VALUE OF THE EQUIPMENT AGAINST THE RISK OF LOSS OR DAMAGE. THE LESSEE SHALL PROVIDE THE LESSOR WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO ANY CHANGE IN THE INSURANCE REQUIRED UNDER THE TERMS OF THIS PARAGRAPH

XI. PATENTS

IN THE EVENT ANY SUIT IS INSTITUTED AGAINST THE LESSEE WHICH IS BASED UPON ANY CLAIM THAT ANY OF THE EQUIPMENT IS IMPLICATED IN AN INFRINGEMENT OF ANY PROVISION OF UNITED STATES PATENT LAW, THE LESSOR SHALL, AT ITS OWN EXPENSE, DEFEND SUCH SUIT AGAINST THE LESSEE; PROVIDED, LESSEE PROVIDES THE LESSOR WITH PROMPT NOTICE OF THE INSTITUTION OF SUCH SUIT AND PERMITS THE LESSOR TO FULLY PARTICIPATE IN THE DEFENSE. THE LESSEE SHALL ALSO RETAIN THE RIGHT TO PARTICIPATE IN SUCH DEFENSE AND SHALL, IN ANY EVENT, PROVIDE THE LESSOR WITH ALL AVAILABLE INFORMATION, ASSISTANCE, AND AUTHORITY TO ENABLE THE LESSOR TO CONDUCT THE DEFENSE. NO COMPROMISE OR SETTLEMENT OF SUCH SUIT RESULTING IN A JUDGMENT AGAINST THE LESSEE SHALL OBLIGATE OR BIND THE LESSOR UNLESS THE LESSOR SHALL HAVE ACCEPTED SUCH COMPROMISE OR SETTLEMENT. THE LESSOR SHALL HAVE THE RIGHT TO ENTER INTO NEGOTIATIONS FOR AND EFFECT A COMPROMISE OR SETTLEMENT OF SUCH PATENT ACTION, BUT NO SUCH COMPROMISE OR SETTLEMENT SHALL BE BINDING UPON LESSEE UNLESS APPROVED BY LESSEE. SUBJECT ONLY TO THE TERMS OF THIS PARAGRAPH, THE LESSOR SHALL HOLD THE LESSEE HARMLESS FROM ANY LIABILITY ARISING FROM ANY PATENT SUIT SUCH AS DESCRIBED ABOVE. IN THE EVENT, ANY OF THE EQUIPMENT SHALL BE HELD, IN ANY SUIT, TO CONSTITUTE AN INFRINGEMENT OF PATENT LAW, AND ITS USE SHALL BE ENJOINED, THEN THE LESSOR SHALL, AT ITS SOLE OPTION AND AT THE LESSOR'S EXPENSE:

1. OBTAIN FROM THE LESSEE THE RIGHT TO CONTINUE TO USE THE EQUIPMENT;
2. REPLACE OR MODIFY THE EQUIPMENT IN A MANNER ACCEPTABLE TO THE LESSEE SO THAT THE EQUIPMENT NO LONGER INFRINGES ANY PROVISION OF PATENT LAW

XII. FUNDING

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT FUNDS TO BE PAID BY THE LESSEE UNDER THE TERMS OF THIS LEASE WILL BE AVAILABLE ONLY AS APPROPRIATED ON A FISCAL YEAR-TO-FISCAL YEAR BASIS BY PROPERLY CONSTITUTED LEGAL AUTHORITY. IN THE EVENT THAT THE LESSEE DETERMINES THAT SUFFICIENT FUNDS HAVE NOT BEEN APPROPRIATED TO MAKE THE PAYMENTS REQUIRED UNDER THE TERMS OF THIS AGREEMENT, THE OBLIGATIONS OF THE LESSEE UNDER THIS AGREEMENT SHALL TERMINATE, IN SUCH EVENT, THE LESSEE SHALL GIVE PROMPT WRITTEN NOTICE OF TERMINATION TO THE LESSOR

XIII. ASSIGNMENT

THE LESSOR MAY, WITH THE PRIOR WRITTEN APPROVAL OF THE LESSEE, ASSIGN ITS RIGHT TO RECEIVE PAYMENT OF LEASE DUE UNDER THE TERMS OF THIS AGREEMENT. HOWEVER, ANY SUCH ASSIGNMENT SHALL NOT RELIEVE THE LESSOR OF ITS RESPONSIBILITIES TO PERFORM THE DUTIES AND OBLIGATIONS IMPOSED UPON IT BY THIS AGREEMENT.

XIV. ROAD MACHINERY AND EQUIPMENT

IF THE TERMS OF THIS AGREEMENT ARE IN REGARDS TO ROAD MACHINERY OR EQUIPMENT, THE LESSEE ASSUMES ALL RISK AND LIABILITY FOR AND SHALL HOLD HARMLESS FROM ALL DAMAGES TO PROPERTY AND INJURIES AND DEATH TO PERSONS ARISING OUT OF THE USE, POSSESSION, OR TRANSPORTATION OF SAID ROAD MACHINERY OR EQUIPMENT.

XV. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

EXCEPT AS OTHERWISE PROVIDED IN THE ABOVE TERMS AND CONDITIONS, THIS LEASE, TOGETHER WITH APPLICABLE PURCHASE ORDERS AND THE INVITATION TO BID, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES, THIS AGREEMENT MAY NOT BE MODIFIED OR TERMINATED EXCEPT PROVIDED IN THE ABOVE TERMS AND CONDITIONS OR BY WRITTEN AGREEMENT OF THE LESSOR AND THE LESSEE. IF ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED INVALID, IT SHALL BE CONSIDERED AS DELETED FROM THIS AGREEMENT AND NO REMAINING PROVISION OF THE AGREEMENT SHALL BE DEEMED INVALID.

XVI. CHOICE OF LAW

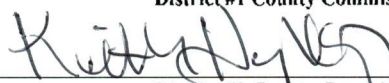
THIS LEASE SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF OKLAHOMA. IN THE EVENT ANY LITIGATION SHALL OCCUR CONCERNING THE TERMS AND CONDITIONS OF THIS LEASE OR THE RIGHTS AND DUTIES OF THE PARTIES, THE PARTIES AGREE: THAT ANY SUCH SUIT SHALL BE MAINTAINED IN THE DISTRICT COURT IN AND FOR MUSKOGEE COUNTY (LEASING COUNTY), STATE OF OKLAHOMA.

BOARD OF COUNTY COMMISSIONERS AT


MUSKOGEE COUNTY, OKLAHOMA



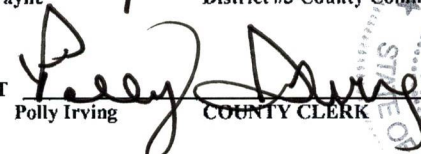
Ken Doka District #1 County Commissioner



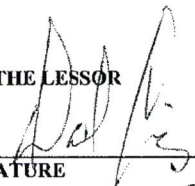
Keith Hyslop District #2 County Commissioner



Kenny Payne District #3 County Commissioner

ATTEST 
Polly Irving COUNTY CLERK



FOR THE LESSOR


SIGNATURE
S.V.P.

TITLE

**Schedule of Rental Payment
and
Purchase Option Price**

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>Initial Fee</u>	<u>PMT AMOUNT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>	\$ 154,444.53 Equipment Cost
0	10/21/24	-	-	-	-	154,444.53	
1	11/21/24		\$2,896.90	\$611.34	2,285.56	152,158.97	4.750%
2	12/21/24		\$2,896.90	\$602.30	2,294.60	149,864.37	\$2,896.90
3	01/21/25		2,896.90	\$593.21	2,303.69	147,560.68	
4	02/21/25		2,896.90	\$584.09	2,312.81	145,247.88	
5	03/21/25		2,896.90	\$574.94	2,321.96	142,925.92	
6	04/21/25		2,896.90	\$565.75	2,331.15	140,594.76	
7	05/21/25		2,896.90	\$556.52	2,340.38	138,254.39	
8	06/21/25		2,896.90	\$547.26	2,349.64	135,904.74	
9	07/21/25		2,896.90	\$537.96	2,358.94	133,545.80	
10	08/21/25		2,896.90	\$528.62	2,368.28	131,177.52	
11	09/21/25		2,896.90	\$519.24	2,377.66	128,799.86	
12	10/21/25		2,896.90	\$509.83	2,387.07	126,412.79	
13	11/21/25		2,896.90	\$500.38	2,396.52	124,016.28	
14	12/21/25		2,896.90	\$490.90	2,406.00	121,610.28	
15	01/21/26		2,896.90	\$481.37	2,415.53	119,194.75	
16	02/21/26		2,896.90	\$471.81	2,425.09	116,769.66	
17	03/21/26		2,896.90	\$462.21	2,434.69	114,334.98	
18	04/21/26		2,896.90	\$452.58	2,444.32	111,890.65	
19	05/21/26		2,896.90	\$442.90	2,454.00	109,436.65	
20	06/21/26		2,896.90	\$433.19	2,463.71	106,972.94	
21	07/21/26		2,896.90	\$423.43	2,473.47	104,499.47	
22	08/21/26		2,896.90	\$413.64	2,483.26	102,016.22	
23	09/21/26		2,896.90	\$403.81	2,493.09	99,523.13	
24	10/21/26		2,896.90	\$393.95	2,502.95	97,020.18	
25	11/21/26		2,896.90	\$384.04	2,512.86	94,507.32	
26	12/21/26		2,896.90	\$374.09	2,522.81	91,984.51	
27	01/21/27		2,896.90	\$364.11	2,532.79	89,451.71	
28	02/21/27		2,896.90	\$354.08	2,542.82	86,908.89	
29	03/21/27		2,896.90	\$344.01	2,552.89	84,356.01	
30	04/21/27		2,896.90	\$333.91	2,562.99	81,793.02	
31	05/21/27		2,896.90	\$323.76	2,573.14	79,219.88	
32	06/21/27		2,896.90	\$313.58	2,583.32	76,636.56	
33	07/21/27		2,896.90	\$303.35	2,593.55	74,043.01	
34	08/21/27		2,896.90	\$293.09	2,603.81	71,439.20	
35	09/21/27		2,896.90	\$282.78	2,614.12	68,825.08	
36	10/21/27		2,896.90	\$272.43	2,624.47	66,200.61	
37	11/21/27		2,896.90	\$262.04	2,634.86	63,565.76	
38	12/21/27		2,896.90	\$251.61	2,645.29	60,920.47	
39	01/21/28		2,896.90	\$241.14	2,655.76	58,264.71	
40	02/21/28		2,896.90	\$230.63	2,666.27	55,598.44	
41	03/21/28		2,896.90	\$220.08	2,676.82	52,921.62	
42	04/21/28		2,896.90	\$209.48	2,687.42	50,234.20	
43	05/21/28		2,896.90	\$198.84	2,698.06	47,536.15	
44	06/21/28		2,896.90	\$188.16	2,708.74	44,827.41	
45	07/21/28		2,896.90	\$177.44	2,719.46	42,107.95	
46	08/21/28		2,896.90	\$166.68	2,730.22	39,377.73	
47	09/21/28		2,896.90	\$155.87	2,741.03	36,636.70	
48	10/21/28		2,896.90	\$145.02	2,751.88	33,884.82	
49	11/21/28		2,896.90	\$134.13	2,762.77	31,122.05	
50	12/21/28		2,896.90	\$123.19	2,773.71	28,348.34	
51	01/21/29		2,896.90	\$112.21	2,784.69	25,563.65	
52	02/21/29		2,896.90	\$101.19	2,795.71	22,767.94	
53	03/21/29		2,896.90	\$90.12	2,806.78	19,961.16	
54	04/21/29		2,896.90	\$79.01	2,817.89	17,143.28	
55	05/21/29		2,896.90	\$67.86	2,829.04	14,314.24	
56	06/21/29		2,896.90	\$56.66	2,840.24	11,474.00	
57	07/21/29		2,896.90	\$45.42	2,851.48	8,622.51	
58	08/21/29		2,896.90	\$34.13	2,862.77	5,759.74	
59	09/21/29		2,896.90	\$22.80	2,874.10	2,885.64	
60	10/21/29		2,896.90	\$11.42	2,885.48	0.17	
60	10/21/29	Residual	0.17	\$0.00	0.17	(0.00)	
TOTALS			173,814.17	19,369.64	154,444.53		

CERTIFICATE OF ACCEPTANCE


I, the undersigned, hereby certify that I am a duly qualified and acting officer with respect to the Lease Purchase Agreement For Equipment dated October 21, 2024 (the "Lease"), by and between Muskogee County, Oklahoma ("Lessor") and Community National Bank of Okarche ("Lessee"), and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the terms of the Lease and has been irrevocable accepted by Lessee.
2. Lessee has appropriated and/or taken all other lawful actions necessary to provide moneys sufficient to pay all rental payments required to be paid under the Lease during the fiscal year of Lessee for which moneys have been appropriated and such moneys will be applied in payment of all rental payments due and payable during such current fiscal year.
3. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the rental payments.
4. During the Lease Term (as defined in the Lease), the Equipment will be used by Lessee only to perform essential governmental functions. Such Functions are:

Dated: October 21, 2024



Ken Doke District #1 County Commissioner



Keith Hyslop District #2 County Commissioner



Kenny Payne District #3 County Commissioner

(To be executed and delivered at the
time of delivery of the Equipment)

INSURANCE COVERAGE REQUIREMENTS

To Lessor: Community National Bank of Okarche

From Lessee: Muskogee County, Oklahoma

Subject: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 10, of the Lease Purchase Agreement for Equipment, we have instructed the insurance agent name below (please fill in name, address and telephone number).

NAME:
ADDRESS:

PHONE NUMBER:
To issue;

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Community National Bank of Okarche and /or its assigns, as loss payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidenced by a certificate of Insurance naming Community National Bank of Okarche and/or its assigns as Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

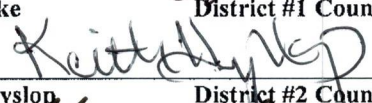
2. Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

October 21, 2024 Date

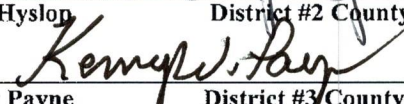
Lessee:



Ken Doke District #1 County Commissioner



Keith Hyslop District #2 County Commissioner



Kenny Payne District #3 County Commissioner

OPINION OF COUNSEL

LEASE PURCHASE:

1-2024 John Deere 60 P-Tier Compact Excavator SN-1FF060PATRJ002586

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated October 21, 2024, by and between Lessor and Lessee, I am of the opinion that:

1. I approve this Lease as to form.
2. To my knowledge, there are no suits, proceedings or investigations pending or threatened against or affecting Lessee which would have a material adverse effect on the transaction contemplated in the Lease or the ability of the Lessee to perform its obligations under the Lease

Larry Edwards, District Attorney
Muskogee County, Oklahoma

By: _____

Date: _____

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name MUSKOGEE COUNTY OKLAHOMA, DISTRICT 1		2 Issuer's employer identification number (EIN) 73-6006395	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) PO BOX 1008	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code MUSKOGEE, OK 74402		7 Date of issue 10/21/2024	
8 Name of issue LEASE PURCHASE		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information KEN DOKE		10b Telephone number of officer or other employee shown on 10a 918-682-2169	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ► LEASE PURCHASE		18	173,814.17
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>		
b If bonds are BANs, check only box 19b	<input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>		

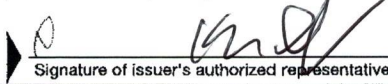
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/21/2029	\$ 154,444.53	\$ 173,814.17	5 years	4.75 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded <input type="checkbox"/> _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded <input type="checkbox"/> _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) <input type="checkbox"/> _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
			KEN DOKE	
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

REQUEST FOR MEETING MINUTES

MUSKOGEE COUNTY DISTRICT 1

The Community National Bank of Okarche is requesting a copy of the minutes of the appropriations meeting during which funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your cooperation in returning a complete package is greatly appreciated and will ensure timely payment of the Community National Bank of Okarche.

_____ A copy of the minutes have been provided.
Initials



JOHN DEERE

**Customer Purchase Agreement/Commitment to Lease for
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

PA#

10723232

PA Revision#

Original

Customer Name: MUSKOGEE COUNTY DIST 1

PURCHASER NAME AND ADDRESS (First Signer)

NAME(First, Middle, Last)
MUSKOGEE COUNTY DIST 1

STREET or RR
3000 NORTH ST

CITY MUSKOGEE	STATE OK	ZIP CODE 74403	COUNTY Muskogee
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PHONE NUMBER
918-682-4511

EMAIL ADDRESS
MUSKOGEECOUNTYDISTRICT1@SUDDE

REWARDS #

PURCHASER NAME AND ADDRESS (Second Signer)

NAME(First, Middle, Last)

STREET or RR

CITY	STATE	ZIP CODE	COUNTY
------	-------	----------	--------

PHONE NUMBER

EMAIL ADDRESS

REWARDS #

DEALER NAME AND ADDRESS

DEALER NAME Yellowhouse Machinery Co.	Dealer Account No. : 177488
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STREET or RR
1100 W. WEKIWA ROAD

CITY SAND SPRINGS	STATE OK	ZIP CODE 74063	Phone Number 918-245-5926
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Date Of Order:
Oct 17, 2024

Dealer Order No.:

TYPE OF SALE:
 CASH LEASE TIME SALE

PURCHASER TYPE:
4 Use County

MARKET USE CODE:
12 Land Improvement

Add Purchaser to Mailing List (Check One or More)

Construction CCE Utility Forestry Government

PURCHASER IS:
 Business Individual

Purchaser Acct.:

SOCIAL SECURITY IRS TAX ID NO EIN

NO.:

EXTENDED WARRANTY IS: Accept Decline

LOCATION OF FIRST WORKING USE : Use State/Province COUNTY CODE

(Initials) kd Use County **MUSKOGEE** OK 101

Ultimate Uptime Package Purchase: Yes No (Initials) kd

QTY	W	M	D	U	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X				2024 JOHN DEERE 60 P-Tier Compact Excavator Stock # 84247	1	1FF060PATRJ002586	\$ 104,985 53
1					TILT ROTATOR	1		\$ 47,194 00
1					TC06-S40	1		\$ 1,960 00
1					Adapter Brackets, S40	1		\$ 305 00
					+ John Deere Extended Warranty : 60MO/5,000HR IN HOUSE COMP			\$ 0 00
					- DECLINED :John Deere Preventative Maintenance :			
(1) TOTAL CASH PRICE								\$ 154,444 53

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 154,444 53
				(5) SUBTOTAL	\$ 154,444 53
				(6) RENTAL APPLIED	\$ 0 00
				(7) CASH WITH ORDER	\$ 0 00
				(8) BALANCE DUE (5-(6 & 7))	\$ 154,444 53



ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

	<input type="text"/>	Signature		Date <input type="text"/>
Purchaser (First Signer)	MUSKOGEE COUNTY DIST 1	Signature		Date <input type="text"/>
Purchaser (Second Signer)	<input type="text"/>	Signature	<input type="text"/>	Date <input type="text"/>
Dealer Representative	Yellowhouse Machinery Co.	Signature	<input type="text"/>	Date <input type="text"/>
Salesperson	MARSHALL,MIKE	Signature	<input type="text"/>	Date <input type="text"/>

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="text"/>	Purchaser Signature
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MUSKOGEE COUNTY, OKLAHOMA

LEASE PURCHASE AGREEMENT FOR EQUIPMENT

THIS AGREEMENT IS MADE ON THE 21 DAY OF OCTOBER, 2024, BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF MUSKOGEE COUNTY, OKLAHOMA, DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSEE, AND COMMUNITY NATIONAL BANK OF OKARCHE DESIGNATED THROUGHOUT THIS AGREEMENT AS THE LESSOR.

I. EQUIPMENT

SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT, THE LESSOR LEASES TO THE LESSEE THE FOLLOWING DESCRIBED EQUIPMENT, ALL OF WHICH SHALL BE DESIGNATED THROUGHOUT THIS INSTRUMENT AS THE "EQUIPMENT"

<u>MAKE MODEL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LEASE PURCHASE PRICE</u>
2024 JOHN DEERE	60 P-TIER EXCAVATOR SN#1FF060PATRJ002586	(1) ONE	\$154,444.53	\$173,814.17

II. PAYMENT OF LEASE PURCHASE INSTALLMENTS

IN CONSIDERATION OF THE AGREEMENT BY THE LESSOR TO LEASE PURCHASE THE EQUIPMENT, THE LESSEE PROMISES TO PAY THE LESSOR, FOR THE EQUIPMENT, THE SUM OF \$2,896.90 PER MONTH, DURING THE TERM OF THIS AGREEMENT OR ANY RENEWAL OF THE AGREEMENT, IN THE ALTERNATIVE, THE LESSEE PROMISES TO PAY THE LESSOR LEASE PAYMENTS AS SET FORTH IN THE LEASE SCHEDULE WHICH IS ATTACHED TO THIS INSTRUMENT AND WHICH IS INCORPORATED BY REFERENCE NO PAYMENT SHALL BE MADE BY THE LESSEE UNDER THE TERMS OF THIS AGREEMENT UNLESS THE EQUIPMENT SHALL HAVE BEEN DELIVERED TO THE REQUISITIONING AGENCY AND IS AT ALL TIMES, EXCEPT WHEN MADE NECESSARY BY AN EMERGENCY, RETAINED BY THE AGENCY.

III. LEASE TERM

THIS LEASE SHALL COMMENCE ON THE DATE THE EQUIPMENT IS ACCEPTED BY THE LESSEE AND SHALL AUTOMATICALLY TERMINATE, UNLESS RENEWED IN ACCORDANCE WITH THE TERMS SET FORTH BELOW, AT THE END OF THE FISCAL YEAR OF THE STATE OF OKLAHOMA DURING WHICH THE LEASE IS COMMENCED.

IV. OPTION TO RENEW

THE LESSEE IS HEREBY GRANTED 5 SUCCESSIVE OPTIONS TO RENEW THIS LEASE FOR ADDITIONAL TERMS NOT TO EXCEED ONE FISCAL YEAR EACH, PLUS ONE FINAL OPTION TO RENEW THIS LEASE FOR A PERIOD OF 4 MONTHS, ALL UPON THE SAME TERMS AND CONDITIONS, PROVIDED THAT SUCH OPTIONS MAY BE EXERCISED, AS A MATTER OF RIGHT, SOLELY AND EXCLUSIVELY BY THE LESSEE. THE EXERCISE OF ANY SUCH OPTION SHALL BE ACCOMPLISHED BY THE ISSUANCE OF A PURCHASE ORDER UPON OR WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE TERMS OF THIS LEASE OR ANY RENEWAL THEN IN EFFECT.

V. TITLE TO EQUIPMENT

THE EQUIPMENT IS AND SHALL AT ALL TIMES DURING THE TERM OF THIS LEASE AND ANY RENEWAL TERMS REMAIN THE SOLE PROPERTY OF THE LESSOR AND THE LESSEE SHALL HAVE OR ACQUIRE NO RIGHT, OR TITLE TO THE EQUIPMENT UNTIL THE FINAL PAYMENT IS MADE.

VI. OPTION TO PURCHASE

IN THE EVENT THE LESSEE SHALL HAVE EXERCISED ALL OF ITS OPTIONS FOR RENEWAL OF THIS LEASE AS PROVIDED IN PARAGRAPH IV, ABOVE, UPON TENDER OF THE LAST LEASE PAYMENT DUE UNDER THE LAST RENEWAL TERM, THE LESSEE SHALL ACQUIRE TITLE TO AND OWNERSHIP OF THE EQUIPMENT IN THE ALTERNATIVE, THE LESSEE, AT ITS SOLE AND EXCLUSIVE OPTION, MAY PURCHASE THE EQUIPMENT AT ANY TIME DURING THE TERM OF THIS LEASE OR DURING ANY RENEWAL TERM AS PROVIDED BY PARAGRAPH IV, ABOVE, GIVING WRITTEN NOTICE TO THE LESSOR OR LESSEE'S INTENT TO PURCHASE ACCOMPANIED BY A SINGLE, FINAL PAYMENT OF \$0.17 (IF THE PURCHASE PRICE IS TO BE REDUCED BY A PERCENTAGE OF THE LEASE PAYMENTS MADE PRIOR TO THE EXERCISE OF THE PURCHASE OPTION, DESCRIBED FULLY, IN THE SPACE PROVIDED, THE MANNER IN WHICH SUCH REDUCTION SHALL BE COMPUTED. IF ADDITIONAL SPACE IS NECESSARY, ATTACH A WRITTEN SCHEDULE OF PURCHASE OPTION PRICES WHICH SHALL BE INCORPORATED IN THE TERMS OF THIS AGREEMENT BY REFERENCE) IN THE EVENT THE LESSEE SHALL EXERCISE ANY OPTION TO PURCHASE THE EQUIPMENT, THE LESSOR ASSIGNS TO THE LESSEE ALL RIGHTS OF AND CLAIMS WHICH THE LESSOR MAY HAVE OR ACQUIRE ARISING UNDER THE ANTI-TRUST LAWS OF THE UNITED STATES OR OF ANY STATE REGARDING THE EQUIPMENT PURCHASED UNDER THE TERMS OF THIS AGREEMENT.

VII. DELIVERY AND RETURN OF EQUIPMENT

THE LESSOR SHALL BEAR ALL COST OF SHIPPING AND DELIVERING THE EQUIPMENT TO THE LESSEE. INSTALLATION COSTS, IF ANY, SHALL BE BORNE BY THE LESSOR. THE EQUIPMENT SHALL BE DELIVERED TO OR INSTALLED AT THE LOCATION DESIGNATED BY THE LESSEE.

VIII. REPAIRS AND MAINTENANCE

THE LESSEE SHALL MAINTAIN THE EQUIPMENT IN GOOD WORKING ORDER AND SHALL MAKE ALL NECESSARY ROUTINE ADJUSTMENTS AND REPAIRS, AS A RESULT OF FAIR WEAR AND TEAR, ALL AT THE EXPENSE OF THE LESSEE. THE LESSOR AND THE LESSEE MAY PROVIDE FOR THE MAINTENANCE AND REPAIR OF THE EQUIPMENT BY SEPARATE WRITTEN AGREEMENT, AND, IN THE EVENT THEY MAKE SUCH AGREEMENT, ITS TERMS SHALL SUPERSEDE AND REPLACE THE PROVISIONS OF THIS PARAGRAPH OF THIS LEASE.

IX. TAXES

THE LESSOR SHALL FORTHWITH PAY ALL TAXES WHICH MAY BE IMPOSED UPON IT WITH RESPECT TO THE EQUIPMENT

X. INSURANCE

THE LESSEE SHALL OBTAIN AND MAINTAIN FIRE AND EXTENDED COVERAGE CASUALTY INSURANCE COVERING THE EQUIPMENT FROM THE TIME THE EQUIPMENT IS DELIVERED UNTIL THIS LEASE IS TERMINATED. THIS INSURANCE SHALL BE IN A FORM ACCEPTABLE TO THE LESSOR AND SHALL INSURE THE FULL VALUE OF THE EQUIPMENT AGAINST THE RISK OF LOSS OR DAMAGE. THE LESSEE SHALL PROVIDE THE LESSOR WITH WRITTEN NOTICE AT LEAST TEN (10) DAYS PRIOR TO ANY CHANGE IN THE INSURANCE REQUIRED UNDER THE TERMS OF THIS PARAGRAPH

XI. PATENTS

IN THE EVENT ANY SUIT IS INSTITUTED AGAINST THE LESSEE WHICH IS BASED UPON ANY CLAIM THAT ANY OF THE EQUIPMENT IS IMPLICATED IN AN INFRINGEMENT OF ANY PROVISION OF UNITED STATES PATENT LAW, THE LESSOR SHALL, AT ITS OWN EXPENSE, DEFEND SUCH SUIT AGAINST THE LESSEE; PROVIDED, LESSEE PROVIDES THE LESSOR WITH PROMPT NOTICE OF THE INSTITUTION OF SUCH SUIT AND PERMITS THE LESSOR TO FULLY PARTICIPATE IN THE DEFENSE. THE LESSEE SHALL ALSO RETAIN THE RIGHT TO PARTICIPATE IN SUCH DEFENSE AND SHALL, IN ANY EVENT, PROVIDE: THE LESSOR WITH ALL AVAILABLE INFORMATION, ASSISTANCE, AND AUTHORITY TO ENABLE THE LESSOR TO CONDUCT THE DEFENSE. NO COMPROMISE OR SETTLEMENT OF SUCH SUIT RESULTING IN A JUDGMENT AGAINST THE LESSEE SHALL OBLIGATE OR BIND THE LESSOR UNLESS THE LESSOR SHALL HAVE ACCEPTED SUCH COMPROMISE OR SETTLEMENT. THE LESSOR SHALL HAVE THE RIGHT TO ENTER INTO NEGOTIATIONS FOR AND EFFECT A COMPROMISE OR SETTLEMENT OF SUCH PATENT ACTION, BUT NO SUCH COMPROMISE OR SETTLEMENT SHALL BE BINDING UPON LESSEE UNLESS APPROVED BY LESSEE. SUBJECT ONLY TO THE TERMS OF THIS PARAGRAPH, THE LESSOR SHALL HOLD THE LESSEE HARMLESS FROM ANY LIABILITY ARISING FROM ANY PATENT SUIT SUCH AS DESCRIBED ABOVE. IN THE EVENT, ANY OF THE EQUIPMENT SHALL BE HELD, IN ANY SUIT, TO CONSTITUTE AN INFRINGEMENT OF PATENT LAW, AND ITS USE SHALL BE ENJOINED, THEN THE LESSOR SHALL, AT ITS SOLE OPTION AND AT THE LESSOR'S EXPENSE:

1. OBTAIN FROM THE LESSEE THE RIGHT TO CONTINUE TO USE THE EQUIPMENT;
2. REPLACE OR MODIFY THE EQUIPMENT IN A MANNER ACCEPTABLE TO THE LESSEE SO THAT THE EQUIPMENT NO LONGER INFRINGES ANY PROVISION OF PATENT LAW

XII. FUNDING

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT FUNDS TO BE PAID BY THE LESSEE UNDER THE TERMS OF THIS LEASE WILL BE AVAILABLE ONLY AS APPROPRIATED ON A FISCAL YEAR-TO-FISCAL YEAR BASIS BY PROPERLY CONSTITUTED LEGAL AUTHORITY. IN THE EVENT THAT THE LESSEE DETERMINES THAT SUFFICIENT FUNDS HAVE NOT BEEN APPROPRIATED TO MAKE THE PAYMENTS REQUIRED UNDER THE TERMS OF THIS AGREEMENT, THE OBLIGATIONS OF THE LESSEE UNDER THIS AGREEMENT SHALL TERMINATE, IN SUCH EVENT, THE LESSEE SHALL GIVE PROMPT WRITTEN NOTICE OF TERMINATION TO THE LESSOR

XIII. ASSIGNMENT

THE LESSOR MAY, WITH THE PRIOR WRITTEN APPROVAL OF THE LESSEE, ASSIGN ITS RIGHT TO RECEIVE PAYMENT OF LEASE DUE UNDER THE TERMS OF THIS AGREEMENT. HOWEVER, ANY SUCH ASSIGNMENT SHALL NOT RELIEVE THE LESSOR OF ITS RESPONSIBILITIES TO PERFORM THE DUTIES AND OBLIGATIONS IMPOSED UPON IT BY THIS AGREEMENT.

XIV. ROAD MACHINERY AND EQUIPMENT

IF THE TERMS OF THIS AGREEMENT ARE IN REGARDS TO ROAD MACHINERY OR EQUIPMENT, THE LESSEE ASSUMES ALL RISK AND LIABILITY FOR AND SHALL HOLD HARMLESS FROM ALL DAMAGES TO PROPERTY AND INJURIES AND DEATH TO PERSONS ARISING OUT OF THE USE, POSSESSION, OR TRANSPORTATION OF SAID ROAD MACHINERY OR EQUIPMENT.

XV. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

EXCEPT AS OTHERWISE PROVIDED IN THE ABOVE TERMS AND CONDITIONS, THIS LEASE, TOGETHER WITH APPLICABLE PURCHASE ORDERS AND THE INVITATION TO BID, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES, THIS AGREEMENT MAY NOT BE MODIFIED OR TERMINATED EXCEPT PROVIDED IN THE ABOVE TERMS AND CONDITIONS OR BY WRITTEN AGREEMENT OF THE LESSOR AND THE LESSEE. IF ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED INVALID, IT SHALL BE CONSIDERED AS DELETED FROM THIS AGREEMENT AND NO REMAINING PROVISION OF THE AGREEMENT SHALL BE DEEMED INVALID.

XVI. CHOICE OF LAW

THIS LEASE SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF OKLAHOMA. IN THE EVENT ANY LITIGATION SHALL OCCUR CONCERNING THE TERMS AND CONDITIONS OF THIS LEASE OR THE RIGHTS AND DUTIES OF THE PARTIES, THE PARTIES AGREE: THAT ANY SUCH SUIT SHALL BE MAINTAINED IN THE DISTRICT COURT IN AND FOR MUSKOGEE COUNTY (LEASING COUNTY), STATE OF OKLAHOMA.

BOARD OF COUNTY COMMISSIONERS AT

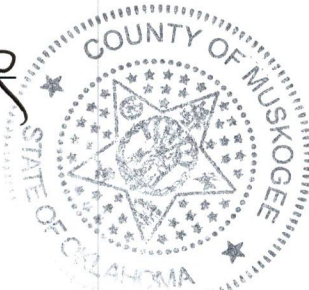
MUSKOGEE COUNTY, OKLAHOMA

Ken Dolc
Ken Dolc District #1 County Commissioner

Keith Hyslop
Keith Hyslop District #2 County Commissioner

Kelny Payne
Kelny Payne District #3 County Commissioner

ATTEST *Polly Irving*
Polly Irving COUNTY CLERK



FOR THE LESSOR
[Signature]
SIGNATURE
S.V.P.
TITLE

**Schedule of Rental Payment
and
Purchase Option Price**

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>Initial Fee</u>	<u>PMT AMOUNT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>	
0	10/21/24	-	-	-	-	154,444.53	\$ 154,444.53 Equipment Cost
1	11/21/24		\$2,896.90	\$611.34	2,285.56	152,158.97	4.750% \$2,896.90
2	12/21/24		\$2,896.90	\$602.30	2,294.60	149,864.37	
3	01/21/25		2,896.90	\$593.21	2,303.69	147,560.68	
4	02/21/25		2,896.90	\$584.09	2,312.81	145,247.88	
5	03/21/25		2,896.90	\$574.94	2,321.96	142,925.92	
6	04/21/25		2,896.90	\$565.75	2,331.15	140,594.76	
7	05/21/25		2,896.90	\$556.52	2,340.38	138,254.39	
8	06/21/25		2,896.90	\$547.26	2,349.64	135,904.74	
9	07/21/25		2,896.90	\$537.96	2,358.94	133,545.80	
10	08/21/25		2,896.90	\$528.62	2,368.28	131,177.52	
11	09/21/25		2,896.90	\$519.24	2,377.66	128,799.86	
12	10/21/25		2,896.90	\$509.83	2,387.07	126,412.79	
13	11/21/25		2,896.90	\$500.38	2,396.52	124,016.28	
14	12/21/25		2,896.90	\$490.90	2,406.00	121,610.28	
15	01/21/26		2,896.90	\$481.37	2,415.53	119,194.75	
16	02/21/26		2,896.90	\$471.81	2,425.09	116,769.66	
17	03/21/26		2,896.90	\$462.21	2,434.69	114,334.98	
18	04/21/26		2,896.90	\$452.58	2,444.32	111,890.65	
19	05/21/26		2,896.90	\$442.90	2,454.00	109,436.65	
20	06/21/26		2,896.90	\$433.19	2,463.71	106,972.94	
21	07/21/26		2,896.90	\$423.43	2,473.47	104,499.47	
22	08/21/26		2,896.90	\$413.64	2,483.26	102,016.22	
23	09/21/26		2,896.90	\$403.81	2,493.09	99,523.13	
24	10/21/26		2,896.90	\$393.95	2,502.95	97,020.18	
25	11/21/26		2,896.90	\$384.04	2,512.86	94,507.32	
26	12/21/26		2,896.90	\$374.09	2,522.81	91,984.51	
27	01/21/27		2,896.90	\$364.11	2,532.79	89,451.71	
28	02/21/27		2,896.90	\$354.08	2,542.82	86,908.89	
29	03/21/27		2,896.90	\$344.01	2,552.89	84,356.01	
30	04/21/27		2,896.90	\$333.91	2,562.99	81,793.02	
31	05/21/27		2,896.90	\$323.76	2,573.14	79,219.88	
32	06/21/27		2,896.90	\$313.58	2,583.32	76,636.56	
33	07/21/27		2,896.90	\$303.35	2,593.55	74,043.01	
34	08/21/27		2,896.90	\$293.09	2,603.81	71,439.20	
35	09/21/27		2,896.90	\$282.78	2,614.12	68,825.08	
36	10/21/27		2,896.90	\$272.43	2,624.47	66,200.61	
37	11/21/27		2,896.90	\$262.04	2,634.86	63,565.76	
38	12/21/27		2,896.90	\$251.61	2,645.29	60,920.47	
39	01/21/28		2,896.90	\$241.14	2,655.76	58,264.71	
40	02/21/28		2,896.90	\$230.63	2,666.27	55,598.44	
41	03/21/28		2,896.90	\$220.08	2,676.82	52,921.62	
42	04/21/28		2,896.90	\$209.48	2,687.42	50,234.20	
43	05/21/28		2,896.90	\$198.84	2,698.06	47,536.15	
44	06/21/28		2,896.90	\$188.16	2,708.74	44,827.41	
45	07/21/28		2,896.90	\$177.44	2,719.46	42,107.95	
46	08/21/28		2,896.90	\$166.68	2,730.22	39,377.73	
47	09/21/28		2,896.90	\$155.87	2,741.03	36,636.70	
48	10/21/28		2,896.90	\$145.02	2,751.88	33,884.82	
49	11/21/28		2,896.90	\$134.13	2,762.77	31,122.05	
50	12/21/28		2,896.90	\$123.19	2,773.71	28,348.34	
51	01/21/29		2,896.90	\$112.21	2,784.69	25,563.65	
52	02/21/29		2,896.90	\$101.19	2,795.71	22,767.94	
53	03/21/29		2,896.90	\$90.12	2,806.78	19,961.16	
54	04/21/29		2,896.90	\$79.01	2,817.89	17,143.28	
55	05/21/29		2,896.90	\$67.86	2,829.04	14,314.24	
56	06/21/29		2,896.90	\$56.66	2,840.24	11,474.00	
57	07/21/29		2,896.90	\$45.42	2,851.48	8,622.51	
58	08/21/29		2,896.90	\$34.13	2,862.77	5,759.74	
59	09/21/29		2,896.90	\$22.80	2,874.10	2,885.64	
60	10/21/29		2,896.90	\$11.42	2,885.48	0.17	
60	10/21/29	Residual	0.17	\$0.00	0.17	(0.00)	
TOTALS							
			173,814.17	19,369.64	154,444.53		

CERTIFICATE OF ACCEPTANCE


I, the undersigned, hereby certify that I am a duly qualified and acting officer with respect to the Lease Purchase Agreement For Equipment dated October 21, 2024 (the "Lease"), by and between Muskogee County, Oklahoma ("Lessor") and Community National Bank of Okarche ("Lessee"), and that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with the terms of the Lease and has been irrevocable accepted by Lessee.
2. Lessee has appropriated and/or taken all other lawful actions necessary to provide moneys sufficient to pay all rental payments required to be paid under the Lease during the fiscal year of Lessee for which moneys have been appropriated and such moneys will be applied in payment of all rental payments due and payable during such current fiscal year.
3. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the rental payments.
4. During the Lease Term (as defined in the Lease), the Equipment will be used by Lessee only to perform essential governmental functions. Such Functions are:

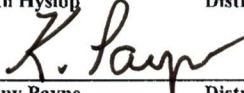
Dated: October 21, 2024



Ken Doka District #1 County Commissioner



Keith Hyslop District #2 County Commissioner



Kenny Payne District #3 County Commissioner

(To be executed and delivered at the time of delivery of the Equipment)

INSURANCE COVERAGE REQUIREMENTS

To Lessor: Community National Bank of Okarche

From Lessee: Muskogee County, Oklahoma

Subject: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 10, of the Lease Purchase Agreement for Equipment, we have instructed the insurance agent name below (please fill in name, address and telephone number).

NAME:
ADDRESS:

PHONE NUMBER:
To issue;

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Community National Bank of Okarche and /or its assigns, as loss payee.

Coverage Required: Full Replacement Value


- b. Public Liability Insurance evidenced by a certificate of Insurance naming Community National Bank of Okarche and/or its assigns as Additional Insured.

Minimum Coverage Required:
\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

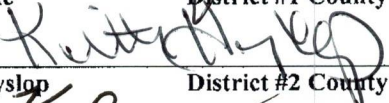
2. Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

October 21, 2024 Date

Lessee:



Ken Doke District #1 County Commissioner



Keith Hyslop District #2 County Commissioner



Kenny Payne District #3 County Commissioner

OPINION OF COUNSEL

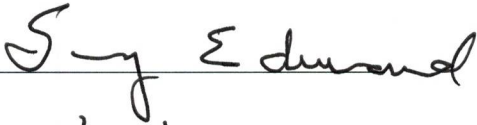
LEASE PURCHASE:

1-2024 John Deere 60 P-Tier Compact Excavator SN-1FF060PATRJ002586

With respect to that certain Lease-Purchase Agreement for Equipment ("Lease") dated October 21, 2024, by and between Lessor and Lessee, I am of the opinion that:

1. I approve this Lease as to form.
2. To my knowledge, there are no suits, proceedings or investigations pending or threatened against or affecting Lessee which would have a material adverse effect on the transaction contemplated in the Lease or the ability of the Lessee to perform its obligations under the Lease

Larry Edwards, District Attorney
Muskogee County, Oklahoma

By: 

Date: 10/22/24

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name MUSKOGEE COUNTY OKLAHOMA, DISTRICT 1		2 Issuer's employer identification number (EIN) 73-6006395
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) PO BOX 1008	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code MUSKOGEE, OK 74402		7 Date of issue 10/21/2024
8 Name of issue LEASE PURCHASE		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information KEN DOKE		10b Telephone number of officer or other employee shown on 10a 918-682-2169

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ► LEASE PURCHASE		18 173,814.17
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

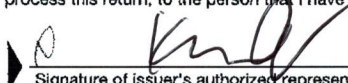
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/21/2029	\$ 154,444.53	\$ 173,814.17	5 years	4.75 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions 36a
 - b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c Enter the EIN of the issuer of the master pool bond ▶ _____
 - d Enter the name of the issuer of the master pool bond ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box ▶
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
 - b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative	Date	KEN DOKE Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶			Firm's EIN ▶	
	Firm's address ▶			Phone no.	

REQUEST FOR MEETING MINUTES

MUSKOGEE COUNTY DISTRICT 1

The Community National Bank of Okarche is requesting a copy of the minutes of the appropriations meeting during which funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your cooperation in returning a complete package is greatly appreciated and will ensure timely payment of the Community National Bank of Okarche.

_____ A copy of the minutes have been provided.
Initials



JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for PA#
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")

10723232

PA Revision# Original

Customer Name: MUSKOGEE COUNTY DIST 1

PURCHASER NAME AND ADDRESS (First Signer)

NAME(First, Middle, Last)
MUSKOGEE COUNTY DIST 1

STREET or RR
3000 NORTH ST

CITY MUSKOGEE	STATE OK	ZIP CODE 74403	COUNTY Muskogee
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PHONE NUMBER
918-682-4511

EMAIL ADDRESS
MUSKOGEECOUNTYDISTRICT1@SUDDE

REWARDS #

PURCHASER NAME AND ADDRESS (Second Signer)

NAME(First, Middle, Last)

STREET or RR

CITY	STATE	ZIP CODE	COUNTY
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PHONE NUMBER

EMAIL ADDRESS

REWARDS #

DEALER NAME AND ADDRESS

DEALER NAME Yellowhouse Machinery Co.	Dealer Account No. : 177488
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STREET or RR
1100 W. WEKIWA ROAD

CITY SAND SPRINGS	STATE OK	ZIP CODE 74063	Phone Number 918-245-5926
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Date Of Order:
Oct 17, 2024

Dealer Order No.:

TYPE OF SALE:
 CASH LEASE TIME SALE

PURCHASER TYPE: **4 Use County** MARKET USE CODE: **12 Land Improvement**

Add Purchaser to Mailing List (Check One or More)

Construction CCE Utility Forestry Government

PURCHASER IS: Business Individual

Purchaser Acct.:

SOCIAL SECURITY IRS TAX ID NO EIN

NO.:

EXTENDED WARRANTY IS: Accept Decline

LOCATION OF FIRST WORKING USE : Use State/Province COUNTY CODE

(Initials) KL Use County MUSKOGEE OK 101

Ultimate Uptime Package Purchase: Yes No (Initials) KL

QTY	W	N	D	O	M	E	D	U	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x								2024 JOHN DEERE 60 P-Tier Compact Excavator Stock # 84247	1	1FF060PATRJ002586	\$ 104,985 53
1									TILT ROTATOR	1		\$ 47,194 00
1									TC06-S40	1		\$ 1,960 00
1									Adapter Brackets, S40	1		\$ 305 00
									+ John Deere Extended Warranty : 60MO/5,000HR IN HOUSE COMP			\$ 0 00
									- DECLINED :John Deere Preventative Maintenance :			
											(1) TOTAL CASH PRICE	\$ 154,444 53

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:				
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 154,444 53
			(5) SUBTOTAL	\$ 154,444 53
			(6) RENTAL APPLIED	\$ 0 00
			(7) CASH WITH ORDER	\$ 0 00
			(8) BALANCE DUE (5-(6 & 7))	\$ 154,444 53



JOHN DEERE

**Customer Purchase Agreement/Commitment to Lease for
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

PA#

10723232

PA Revision#

Original

Quote ID: 31843235

Customer Name: MUSKOGEE COUNTY DIST 1

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser (First Signer)	MUSKOGEE COUNTY DIST 1	Signature		Date	_____
Purchaser (Second Signer)	<input type="text"/>	Signature	_____	Date	_____
Dealer Representative	Yellowhouse Machinery Co.	Signature	_____	Date	_____
Salesperson	MARSHALL, MIKE	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature	
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