

Form of Bond Purchase Agreement

OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY
(Oklahoma City, Oklahoma)
\$[_____]
Hotel Tax Revenue Bonds, Taxable Series 2023
(Oklahoma City Fairgrounds)

BOND PURCHASE AGREEMENT

June __, 2023

Oklahoma City Public Property Authority
Oklahoma City, Oklahoma

Ladies and Gentlemen:

Raymond James & Associates Inc., the underwriter, hereby offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Oklahoma City Public Property Authority (the “Issuer”), a public trust established for the use and benefit of The City of Oklahoma City (the “City”), whereby the Underwriters will purchase and the Issuer will sell the Bonds (as defined and described below). The Underwriters are making this offer subject to acceptance by the Issuer at or before 5:00 P.M., Central Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriters. The Underwriters may withdraw this Purchase Agreement upon written notice delivered by the Representative to the Chairman or other authorized officer of the Issuer at any time before the Issuer accepts this Purchase Agreement. Terms used but not defined in this Purchase Agreement are defined in the Bond Indenture (as defined below).

1. PURCHASE AND SALE.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the following bonds: Oklahoma City Public Property Authority, Hotel Tax Revenue Bonds, Taxable Series 2023 (Oklahoma City Fairgrounds) (the “Bonds”), at the purchase price of \$ _____, representing the aggregate principal amount of the Bonds less an Underwriter’s discount of \$ _____ [plus net original issue premium of \$ _____/less net original discount of \$ _____]. The Underwriters intend to make an initial bona fide public offering of the Bonds at a price or prices described in **Schedule I** hereto; provided, however, the Underwriters reserve the right to change such initial public offering price

or prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds.

The Issuer acknowledges and agrees that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length, commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE BONDS.

The Issuer was created by a Trust Indenture dated as of August 15, 1961 (the "Trust Indenture"), designating certain individuals as Trustees of the Issuer for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act (the "Act"), and other applicable statutes of the State of Oklahoma (the "State"). The Trust Indenture, the Act, and the other applicable statutes are collectively referred to herein as the "Authorizing Acts."

The Bonds have been authorized pursuant to the Authorizing Acts and a resolution adopted by the Trustees of the Issuer on [REDACTED], 2023 (the "Issuer Authorizing Resolution"). The Bonds were also approved by a resolution adopted by the City Council of the City, in accordance with the provisions of the Act, on [REDACTED], 2023 (the "City Council Authorizing Resolution," and together with the Issuer Authorizing Resolution, the "Authorizing Resolutions").

The Bonds shall be dated June [REDACTED], 2023. The Bonds shall be issued and secured under and pursuant to a General Bond Indenture (the "General Bond Indenture"), dated as of April 1, 2005, as amended and supplemented, and as further amended and supplemented by the Series 2023 Supplemental Bond Indenture (the "Series 2023 Supplemental Indenture"), dated as of June __, 2023 by and between the Issuer and BOKF, NA, as successor trustee (the "Trustee"). The General Bond Indenture as so amended and supplemented is collectively referred to herein as the "Bond Indenture."

The Bonds are being issued pursuant to the provisions of the Authorizing Acts and under the terms and provisions of the Bond Indenture for the purposes described therein including (i) to finance the Project, (ii) fund a municipal bond insurance policy, if necessary; (iii) fund a debt service reserve and/or purchase a surety policy satisfying the reserve requirement on the Bonds, if necessary; and (iv) pay costs of issuance of the Bonds.

The Bonds will be secured under the provisions of the Authorizing Acts and the Bond Indenture, and as described thereunder, the Bonds shall be solely the obligation of the Issuer and not of the State or the City. The Bonds are limited obligations of the Issuer. The Bonds do not constitute a debt or obligation of the City, the State or of any county or any political subdivision thereof and neither the faith and credit nor the taxing power of the City, the State or of any county, or political subdivision thereof is pledged to the payment of the principal and interest on the Bonds. The Bonds do not constitute obligations, either general or special, of the State or the City within the meaning of any constitutional or statutory provisions whatsoever. The Issuer has no taxing power.

The Bonds are payable solely from the Trust Estate pledged by the Issuer to the Trustee under the Bond Indenture, including the Hotel Tax Revenues transferred by the City to the Issuer pursuant to the Security Agreement, dated as of April 1, 2005 (the “Security Agreement”), between the Issuer and the City. Under Oklahoma Law the City may not become obligated to transfer money beyond its fiscal year (July 1 through June 30) and the City has no legal obligation or promise to apportion or appropriate increments in future years, and therefore the covenants to transfer made herein by the City shall be on a year-to-year basis to be renewed by the annual apportionment or appropriation for additional one year periods on July 1 of each year until such time as the principal of and interest on all Bonds have been paid or the Hotel Tax Revenue has ended.

The Bonds are not payable from the general assets or revenues of the Issuer and are not secured by a mortgage on or security interest in the facilities of the Issuer being financed with the proceeds of the Bonds or the revenue derived by the Issuer from the operation thereof or any tangible personal property of the Issuer.

The Bonds shall mature in the years, bear interest, be purchased at the prices and be subject to optional and mandatory redemption at the times and in the amounts, all as set forth in Schedule I attached hereto. The Authorized Denominations, Record Dates, Interest Payment Dates, Sinking Fund Payment Dates, and other details and particulars of the Bonds shall be as described in the Bond Indenture and the Official Statement (as defined below) of the Issuer.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriters copies of the Preliminary Official Statement dated May [REDACTED], 2023, which, including the cover page and all appendices thereto, is herein referred to as the “Preliminary Official Statement.” It is acknowledged by the Issuer that the Underwriters may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet and in printed paper form. The Issuer deemed the Preliminary Official Statement final as of its date, and hereby confirms such designation as of the date hereof, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for any information permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12. [Note: A deemed final certificate to be executed by the Issuer contemporaneously with the posting of the POS.]

(b) Within seven (7) business days from the date hereof, and in any event not later than two (2) business days before the Closing Date, the Issuer shall deliver to the Underwriters a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel, Disclosure Counsel, and the Representative, is referred to herein as the “Official Statement”) and such additional conformed copies thereof as the Representative may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the MSRB and to meet potential customer requests for copies of the Official Statement. The Representative agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Representative. The Issuer hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (“SEC”) including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriters before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriters of the Official Statement and the Bond Indenture in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriters in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Agreement, dated as of June [REDACTED], 2023 (the “Disclosure Agreement”), by and between the Issuer and the City, to provide annual financial information and notices of the occurrence of specified events. A description of the Disclosure Agreement is set forth in, and a form of such agreement is attached as an appendix to, the Preliminary Official Statement and the Official Statement.

4. REPRESENTATIONS. The Issuer represents to and agrees with the Underwriters that:

(a) The Issuer is a public trust duly created by the Trust Indenture, under the authority of the Act and the Oklahoma Trust Act and the Issuer is in full compliance with all provisions of the Authorizing Acts and the Constitution and laws of the State and has full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriters pursuant to the Bond Indenture, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Bond Indenture, the Bonds, the Security Agreement, the Lease Agreement, the Escrow Agreement, and the Disclosure Agreement (collectively, the “Legal Documents”) and to perform and consummate all obligations and transactions required or contemplated by each of the Legal Documents and the Official Statement.

(b) The Authorizing Resolutions approving and authorizing the execution and delivery by the Issuer of the Legal Documents and the offering, issuance and sale of the Bonds

upon the terms set forth herein and in the Official Statement, were duly adopted at meetings of (i) the Trustees of the Issuer and (ii) the City Council of the City, as applicable, each called and held pursuant to law and with all public notice required by law and at which quorums were present and acting throughout, and are in full force and effect and have not been amended or repealed.

(c) The Bond Indenture and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement and the Bonds, when duly issued and authenticated in accordance with the Bond Indenture and delivered to the Underwriters as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Bond Indenture and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Legal Documents. Each of the Legal Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Each of the Legal Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Authorizing Resolutions, the issuance, delivery and sale of the Bonds and the execution and delivery of the Legal Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Legal Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Authorizing Acts, the Authorizing Resolutions, and the Legal Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Legal Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made.

(h) Between the date hereof and the time of the Closing, the Issuer shall not, without the prior written consent of the Representative, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, 2022 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Representative, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2022 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) The Preliminary Official Statement (excluding therefrom the information under the captions “UNDERWRITING” and “THE SERIES 2023 BONDS – Book-Entry-Only System,” as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom the information under the captions “UNDERWRITING” and “THE SERIES 2023 BONDS – Book-Entry-Only System,” as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the “end of the underwriting period” (as defined in Rule 15c2-12), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date hereof and the end of the underwriting period, any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Representative thereof, and if, in the opinion of the

Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment or supplement to the Official Statement in form and substance satisfactory to the Representative.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Legal Documents, (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Bond Indenture or the Authorizing Acts or any provision thereof or the application of the proceeds of the Bonds, (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Legal Documents. The Issuer shall advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale, or distribution of the Bonds.

(o) During the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) The Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds or notes, which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by any Underwriter or on the Underwriters' behalf, and shall survive the delivery of the Bonds.

(i) [Left Blank Intentionally]

5. CLOSING.

At 10:00 A.M., Central Time, on June [REDACTED], 2023, or at such other time or date as the Representative and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriters, at the offices of The Public Finance Law Group PLLC, Oklahoma City, Oklahoma, or at such other place as the Representative and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and

the other documents specified in Section 7. At the Closing, (a) upon satisfaction of the conditions herein specified, the Underwriters shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer and (b) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriters through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Representative at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriters at least one (1) business day before the Closing Date for purposes of inspection.

6. CONDITIONS PRECEDENT.

The Underwriters have entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriters' obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) The Bonds shall have been duly authorized, executed, and delivered in substantially the form provided for by the Bond Indenture with only such changes therein as shall be mutually agreed upon by the Issuer and the Representative.

(b) The representations of the Issuer contained herein shall be true, complete, and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(c) At the time of the Closing, the Official Statement, the Authorizing Resolutions, and the Legal Documents shall be in full force and effect and shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Representative.

(d) The Issuer shall perform or have performed all of its obligations required under or specified in the Authorizing Resolutions, the Legal Documents, and the Official Statement to be performed at or prior to the Closing.

(e) The Issuer shall have delivered to the Underwriters final Official Statements by the time, and in the numbers, required by Section 3 of this Purchase Agreement.

(f) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Legal Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(g) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Authorizing Resolutions, the Legal Documents, or the revenues pledged for repayment of the Bonds as part of the Trust Estate as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Representative materially impairs the investment quality of the Bonds.

(h) At or prior to the Closing, the Representative shall receive the following documents (in each case with only such changes as the Representative shall approve):

- i. The approving opinion of The Public Finance Law Group PLLC (“Bond Counsel”) relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix C to the Official Statement, and, if not otherwise directly addressed to the Underwriters, a reliance letter with respect thereto addressed to the Underwriters;
- ii. The supplemental opinion of Bond Counsel, addressed to the Issuer (and either addressed to or the subject of a reliance letter addressed to the Underwriters), dated the Closing Date, substantially in the form attached hereto as **Exhibit B**;
- iii. The opinion, dated the Closing Date and addressed to the Underwriters, from Kutak Rock LLP, Disclosure Counsel, substantially in the form attached hereto as **Exhibit C**;
- iv. The opinion of the Office of the Municipal Counselor, Counsel to the Issuer, addressed to the Issuer (and either addressed to or the subject of a reliance letter addressed to the Underwriters), dated the Closing Date, substantially in the form attached hereto as **Exhibit D** to the effect that, among other things included in such form, (1) the Issuer has been duly organized and is validly existing under the Constitution and laws of the State, and has all requisite power and authority thereunder: (a) to adopt the Authorizing Resolutions, and to enter into, execute, deliver and perform its covenants and agreements under the Legal Documents; (b) to approve and authorize the use, execution and distribution of the Preliminary Official Statement and the Official Statement; (c) to issue, sell, execute and deliver the Bonds; (d) to pledge the Trust Estate as contemplated by the Legal Documents; and (e) to carry on its activities as currently conducted; and (2) the Issuer has taken all actions required to be taken by it before the Closing Date material to the transactions contemplated by the documents mentioned in paragraph (a) above, and the Issuer has duly authorized the execution and delivery of, and the due performance of its obligations under, the Legal Documents;
- v. The opinion of Centennial Law Group, counsel to the Underwriters, dated the date of the Closing and addressed to the Underwriters, and covering such matters as the Representative may reasonably request;
- vi. A certificate of the Issuer, dated the Closing Date and in form and substance satisfactory to the Representative, to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Legal Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement, no litigation is pending

or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Issuer Authorizing Resolution, or any Legal Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Authorizing Acts or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement as of its date and as of the date hereof and the Official Statement as of its date and as of the Closing Date or any Legal Document; and (d) the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of information in the Official Statement under the captions “UNDERWRITING” and “THE SERIES 2023 BONDS – Book-Entry-Only System;

- vii. A certificate of the City, dated as of the Closing Date and in form and substance satisfactory to the Representative, to the effect that: (a) the City has authorized, by all necessary action, the execution, delivery, receipt and due performance of the terms and provisions of the Legal Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the City to carry out, give effect to and consummate the transactions contemplated thereby and by the Official Statement; (b) no litigation is pending or, to the best of the City’s, threatened that in any way contests or affects the validity of the City Council Authorizing Resolution; (c) no litigation is pending, or, to the best of the City’s knowledge, threatened, to restrain or enjoin the execution, delivery or performance of the terms of the Legal Documents; (d) the financial statements of, and other financial information regarding, the City in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the operations as of the dates and for the periods therein set forth and that, except as disclosed in the Preliminary Official Statement and the Official Statement, there has not been any materially adverse change in the financial position of the City or in its operations since the date of such financial statements and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change; and (e) the execution, delivery or performance of the terms of the Legal Documents and compliance with the provisions thereof will not conflict with or constitute a breach of or a default under any existing law, court or administrative regulation, decree or order or any resolution, agreement, indenture or other instrument to which the City is subject or by which it is or may be bound;

- viii. A certificate of the Issuer, dated the Closing Date and in form and substance satisfactory to the Representative, to the effect that: (a) the financial statements of the Issuer as of June 30, 2022 fairly represents the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth and (b) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2022, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2022, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;
- ix. Executed or certified copies, as applicable, of the Legal Documents;
- x. Certified copies of the Authorizing Resolutions;
- xi. Written evidence that the Bonds have been assigned ratings of “[REDACTED]” by Moody’s and “[REDACTED],” by S&P;
- xii. Certificates of a duly authorized representative of the Issuer to the effect that all necessary authorizations and consents have been obtained from the auditors for the use of their respective Independent Accountants’ Reports in Appendix E to the Official Statement;
- xiii. A certificate of an authorized officer of the Trustee, as trustee, dated as of the Closing Date, to the effect that: (a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Bond Indenture and to authenticate and deliver the Bonds to the Underwriters; (b) the Trustee is duly authorized to enter into the Bond Indenture and to authenticate and deliver the Bonds to the Underwriters pursuant to the Bond Indenture; (c) when delivered to and paid for by the Underwriters at the Closing, the Bonds will have been duly authenticated and delivered by the Trustee; (d) the execution and delivery of the Bond Indenture and compliance with the provisions on the Trustee’s part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Bond Indenture, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien

created by the Bond Indenture under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Bond Indenture; and (e) to the best of the knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoining the execution and delivery of the Bonds or the collection of revenues to be applied to pay the principal, premium, if any, and interest with respect to the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bond Indenture, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or funding would materially adversely affect the validity or enforceability of the Bond Indenture or the power and authority of the Trustee to enter into and perform its duties under the Bond Indenture and to authenticate and deliver the Bonds to or upon the order of the Underwriters;

- xiv. A copy of the Issuer's executed Blanket Letter of Representation to The Depository Trust Company;
- xv. Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service (the "IRS") within the applicable time limit;
- xvi. A Tax Certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Representative; and
- xvii. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative, counsel for the Underwriters, or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and all conditions precedent to the issuance of additional Bonds pursuant to the Bond Indenture shall have been fulfilled.

7. TERMINATION.

If the Issuer shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by

the Representative at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Representative to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriters may be waived by the Representative.

(a) The Underwriters shall also have the right, before the time of Closing, to cancel their obligations to purchase the Bonds, by delivery of written notice by the Representative to the Issuer, if between the date hereof and the time of Closing:

(i) Any event or circumstance occurs or information becomes known, which, in the professional judgment of the Representative, makes untrue any statement of a material fact set forth in the Preliminary Official Statement or the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(ii) The market for the Bonds or the market prices of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the professional judgment of the Representative, by:

(1) An amendment to the Constitution of the United States or the State shall have been passed or legislation shall have been introduced in or enacted by the Congress of the United States or the legislature of any state having jurisdiction of the subject matter or legislation pending in the Congress of the United States shall have been amended or legislation (whether or not then introduced) shall have been recommended to the Congress of the United States or to any state having jurisdiction of the subject matter or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed (whether or not then introduced) for consideration by either such Committee by any member thereof or presented as an option for consideration (whether or not then introduced) by either such Committee by the staff of such Committee or by the staff of the joint Committee on Taxation of the Congress of the United States, or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or of the State or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the Issuer or upon interest received on obligations of the general character of the Bonds which, in the judgment of the Representative, may have the purpose or effect, directly or indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the

Bonds) or the interest thereon, or any tax exemption granted or authorized by State legislation; or

(2) The declaration of war or engagement in or escalation of military hostilities by the United States or the occurrence of any other national emergency or calamity or terrorism affecting the operation of the government of, or the financial community in, the United States; or

(3) The declaration of a general banking moratorium by federal, New York or Oklahoma authorities; or

(4) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market; or

(5) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(6) The general suspension of trading on any national securities exchange; or

(iii) Legislation enacted, introduced in the Congress or recommended for passage (whether or not then introduced) by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Bonds, other securities of the Issuer or obligations of the general character of the Bonds are not exempt from registration under the 1933 Act, or that the Bond Indenture is not exempt from qualification under the Trust Indenture Act; or

(iv) Any change shall have occurred in or particularly affecting the Issuer, the Act, the Authorizing Resolutions, the Bond Indenture or the revenues in the Trust Estate, as the foregoing are described in the Preliminary Official Statement or the Official Statement, which in the reasonable professional judgment of the Representative materially impairs the investment quality of the Bonds; or

(v) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(vi) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, or the execution and delivery of any Legal Documents, as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(vii) Any change or any development involving a prospective change in or affecting the business, properties or financial condition of the Issuer, except for changes which the Preliminary Official Statement and Official Statement discloses are expected to occur; or

(viii) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Authorizing Acts, the Authorizing Resolutions, the Legal Documents or the existence or powers of the Issuer with respect to its obligations under the Legal Documents; or

(ix) A reduction or withdrawal in any of the following assigned ratings, or, as of the Closing Date, the failure by any of the following rating agencies to assign the following ratings, to the Bonds: the long-term ratings assigned by Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings (S&P) of "[REDACTED]" and "[REDACTED]," respectively.

8. INDEMNIFICATION.

(a) Subject to applicable State law and only to the extent permitted thereunder, the Issuer agrees to indemnify and hold harmless the Underwriters and any partner, member, officer, director, employee or agent of the Underwriters and each person, if any, who controls an Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all losses, costs, claims, damages, liabilities and expenses whatsoever, including as a result of settlement or judgment which any of them may incur, become subject or suffer, and to reimburse each of them for any legal or other expenses (including, to the extent hereinafter provided, reasonable counsel fees and other costs of investigation) reasonably incurred by them in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions (together hereinafter referred to as a "Loss" or "Losses"), insofar as such Losses arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact (whether or not made with scienter) contained in the Official Statement (for the purposes of this Section 9(a), such statements mean all information other than the excepted information specified in Section 4(k) hereof) including any documents incorporated therein by reference, as amended or supplemented (if any amendments or supplements thereto, including documents incorporated by reference, shall have been furnished in accordance with the provisions of this Purchase Agreement), or the omission or alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were

made, not misleading; or (ii) a breach of any of the representations included in this Purchase Agreement. Provided, however, that the Issuer shall not be liable to the Underwriters for any such Losses (1) if the person asserting the Loss purchased Bonds from the Underwriters and if delivery to such person of the Official Statement, as then amended or supplemented would have been a valid defense to the action from which such Loss arose, and copies of an Official Statement, as then so amended or supplemented, were made available to the Underwriters and a copy was not delivered to such person by or on behalf of the Underwriters; or (2) to the extent caused by the willful misconduct or bad faith of the person seeking indemnity.

The Underwriters will indemnify and hold harmless the Issuer, each of its members, directors, officers, and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act, or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriters, but only with reference to written information relating to the Underwriters furnished by them specifically for use in the preparation of the Preliminary Official Statement or the Official Statement. This indemnity agreement will be in addition to any liability which the Underwriters may otherwise have. The Issuer acknowledges that the statements under the caption "UNDERWRITING" in the Preliminary Official Statement and the Official Statement constitute the only written information furnished by or on behalf of the Underwriters for inclusion in the Preliminary Official Statement and the Official Statement. The liability of any Underwriter under this subsection (a) shall not exceed the amount of its pro rata compensation under this Purchase Agreement.

Each of the persons being indemnified pursuant to the first and second paragraphs of this Section 9(a) is herein referred to as an "indemnified party" and each of the persons giving such indemnification is herein referred to as an "indemnifying party."

(b) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action and the indemnifying party shall assume the defense thereof, including the retaining of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment.

(c) If the indemnification provided for in Section 9(a) is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages, or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriters, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriters, on the other, from the sale of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions which resulted in such losses, claims damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total proceeds of sale of the Bonds paid to the Issuer pursuant to Section 1 hereof (before deducting expenses) bear to the underwriting discount received by the Underwriters (the difference between the initial public offering price for the Bonds appearing on the inside cover page of the Official Statement and the price to be paid therefor by the Underwriters as set forth therein under the caption "UNDERWRITING"). The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriters and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (c) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (c). The amount paid or payable by any person as a result of the losses, claims, damages, or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, none of the Underwriters shall have an obligation under this subsection (c) to contribute an amount in excess of its pro rata compensation under this Purchase Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (c) to contribute are several in proportion to their respective underwriting obligations and not joint.

(d) The obligations under this Section 9 shall remain operative and in force and effect regardless of any investigation made by or on behalf of the Issuer or the Underwriters, and shall survive the issuance and the maturity of the Bonds and any termination of this Purchase Agreement.

9. AMENDMENTS TO OFFICIAL STATEMENT.

During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period, the Issuer shall advise the Representative if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or

appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or “potential customer” (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the “underwriting period” (as defined in Rule 15c2-12), the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

10. EXPENSES.

Whether or not the Bonds are sold to the Underwriters (unless such sale shall be prevented at the Closing by the Underwriters’ default), the Underwriters shall be under no obligation to pay any expenses incident to the performance of the Issuer’s obligations hereunder. The Issuer agrees to pay, but only upon the Closing Date, all expenses incident to the performance of its obligations hereunder, including but not limited to (a) the charges made by any rating agencies for the rating of the Bonds; (b) the cost of preparing, printing, reproducing, registering, safeguarding, transporting and authenticating the Bonds; (c) the fees and disbursements of Bond Counsel, Counsel to the Issuer, Disclosure Counsel, the Municipal Advisor, accountants and any other experts or consultants retained by the Issuer; (d) the expenses of the Issuer in connection with the issuance and sale of the Bonds, including all publications required by the Act; (e) the cost of printing or other reproduction and distribution of the documents in connection with the issuance of the Bonds, including the Issuer Documents, the Preliminary Official Statement and the Official Statement; (f) the fees and expenses incurred by the Trustee/Paying Agent/Registrar and its counsel, if any; (g) the cost of qualifying the Bonds for sale in various states determined by the Issuer and the Underwriters and the cost of preparing or printing any Blue Sky or legal investment memoranda to be used in connection with the sale of the Bonds; (h) the fees and expenses of counsel to the Underwriters; and (i) approved expenses of the Underwriters.

Whether or not the Bonds are sold to the Underwriters (unless such sale shall be prevented at the Closing Time by the Issuer’s default), the Issuer shall be under no obligation to pay any expenses incident to the performance of the Underwriters’ obligations hereunder except as provided in clauses (h) and (i) of this Section 11.

11. USE OF DOCUMENTS.

The Issuer hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement, and the Legal Documents, and the information contained herein and therein.

12. QUALIFICATION OF SECURITIES.

The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Representative may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and to

provide for the continuance of such qualification; *provided, however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

13. NOTICES.

Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by mailing or delivering the same in writing to the attention of [Mike Baskin, Debt Management Program Manager], at the address shown on the first page hereof; any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by mailing or delivering the same in writing to the Representative as follows: Raymond James & Associates, Inc., 5956 Sherry Lane, Suite 1900, Dallas, TX 7525 Attention: Mr. Jim, Buie.

14. BENEFIT.

This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 8 (and in all events the agreements of the Issuer pursuant to Sections 9 and 11 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 8 hereof).

15. GOVERNING LAW; NONASSIGNABILITY.

THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS SECTION 5-1401 AND 5-1402); PROVIDED, HOWEVER, THAT THE OBLIGATION OF THE ISSUER SHALL BE GOVERNED BY THE LAWS OF THE STATE. THIS PURCHASE AGREEMENT SHALL NOT BE ASSIGNED BY THE ISSUER.

16. WAIVER OF JURY TRIAL.

THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

[Signature page to follow.]

Very truly yours,

RAYMOND JAMES & ASSOCIATES, Inc. as
Representative of the Underwriters named herein

By: _____

Name: Jim Buie

Title: Managing Director

Accepted at _____.m. CT this ____ day of June, 2023:

OKLAHOMA CITY PUBLIC PROPERTY
AUTHORITY

[SEAL]

By: _____

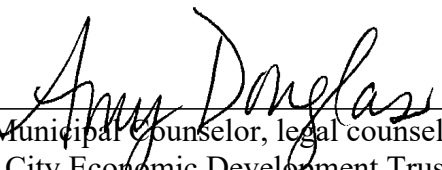
Name: David Holt

Title: Chairman

ATTEST:

Secretary

REVIEWED for form and legality.



Assistant Municipal Counselor, legal counsel for
Oklahoma City Economic Development Trust

SCHEDULE I

Principal Amounts, Interest Rates, Prices, Yields, and Redemption

EXHIBIT A

[LEFT BLANK INTENTIONALLY]

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF CO-BOND COUNSEL

EXHIBIT C

FORM OF OPINION OF DISCLOSURE COUNSEL

EXHIBIT D

FORM OF OPINION OF THE OFFICE OF THE MUNICIPAL COUNSELOR