

\$78,335,000*
OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST
TAX APPORTIONMENT REFUNDING BONDS (INCREMENT DISTRICT #8)
SERIES 2021A TAXABLE

BOND PURCHASE AGREEMENT

August 10, 2021

Oklahoma City Economic Development Trust
100 N. Walker
Oklahoma City, Oklahoma 73102

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the “Representative”), acting on its own behalf and on behalf of the other underwriter listed in **Schedule I** hereto (collectively, the “Underwriters”) and not acting as a fiduciary or agent for you, offers to enter into the following agreement (this “Agreement”) with the Oklahoma City Economic Development Trust (the “Issuer”), which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer’s written acceptance hereof on or before 5:00 p.m., Central time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Indenture (as defined herein) or in the Official Statement (as defined herein).

1. ***Purchase and Sale of the Bonds.*** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, 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 Issuer’s Tax Apportionment Refunding Bonds (Increment District #8), Series 2021A Taxable (the “Bonds”). The Issuer agrees and acknowledges that in connection with the purchase and sale of the Bonds pursuant to this Agreement and the offering of the Bonds for sale and the discussions and negotiations relating to the terms of the Bonds set forth in this Agreement: (i) the primary role of the Underwriters as underwriter is to purchase securities for resale to investors in an arm’s length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Issuer, (ii) the Underwriters are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer or any other person or entity and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the offering of the Bonds and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Issuer on other matters), (iii) the only obligations the Underwriters have to the Issuer with respect to the

offering of the Bonds are set forth expressly in this Agreement, (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Bonds; and (v) the Underwriters have provided to the Issuer prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”), which have been received by the Issuer. The Issuer has engaged a registered municipal advisor to advise it on this transaction. The Representative represents and warrants to the Issuer that it has been duly authorized to act on behalf of itself and the other Underwriters to enter into this Agreement and to take all actions, on behalf of the Underwriters, required or contemplated to be performed by the Underwriters under this Agreement.

The Issuer was created by a Trust Indenture dated as of October 9, 2007, for the use and benefit of its beneficiary, the City of Oklahoma City, Oklahoma, pursuant to Title 60, Sections 176 *et seq.*, Oklahoma Statutes 2011 (the “Act”). The Bonds are being issued pursuant to the provisions of a General Bond Indenture dated as of August 1, 2021, by and between the Issuer and BOKF, NA, as trustee (the “Trustee” and “Paying Agent”), as supplemented by a Series 2021A Supplemental Bond Indenture dated as of August 1, 2021 (collectively with any future supplements thereto, the “Indenture”), by and between the Issuer and the Trustee and a resolution of the Issuer adopted July 20, 2021 (the “Resolution”). The Resolution authorized execution of the Indenture pursuant to which [BOKF, NA], shall serve as Paying Agent and Trustee. The Bonds are being issued for the purpose of providing funds to refund the outstanding tax apportionment bonds of the Issuer described on **Schedule II** hereto (collectively, the “Refunded Bonds”) in the manner and subject to the terms and conditions set forth in the Special Escrow Fund Agreement dated as of August 24, 2021 (the “Escrow Agreement”) between the Issuer and [BOKF, NA], as escrow agent thereunder (the “Escrow Agent”), all as set forth in the Indenture and in the Official Statement. In connection with the issuance of the Bonds, the Issuer will enter into and deliver a continuing disclosure agreement, as described in and in the form attached as Appendix F. to the Official Statement (the “Continuing Disclosure Agreement”). The Indenture, the Resolution, the Escrow Agreement, the Continuing Disclosure Agreement, and this Agreement are hereinafter collectively referred to as the “Issuer Documents.” The principal amount of the Bonds to be issued, the maturities, mandatory sinking fund redemption provisions, if any, optional redemption provisions and interest rates per annum are attached hereto as **Schedule III**. The Bonds shall be dated the date of issuance and delivery (the “Dated Date”).

The purchase price for the Bonds shall be \$_____ (representing the par amount of the Bonds of \$78,335,000*.00, less an Underwriter’s discount of \$_____).

2. **Public Offering.** The Underwriters intend to make an initial public offering of all the Bonds at prices not in excess of the initial offering prices or yields set forth in the Official Statement; provided, however, but expressly subject to the provisions of Section 5(c) hereof relating to the establishment of the issue price of the Bonds, the Underwriters may change such initial offering prices as they deem necessary in connection with the offering of the Bonds without any requirement of prior notice, and may offer and sell the Bonds to certain institutions (including dealers depositing the Bonds into investment trusts) at prices lower than those stated in the Official Statement. The Underwriters also reserve the right to: (i) over-allot or effect transactions that stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice. On or before the Closing (as defined herein), the Representative shall execute an

Issue Price Certificate, in substantially the form attached hereto as **Exhibit A**, verifying the initial offering prices to the public.

3. ***The Official Statement.*** (a) The Issuer previously has delivered, or caused to be delivered, copies of the Preliminary Official Statement dated August [3], 2021 (the “Preliminary Official Statement”), to the Underwriters in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Bonds, which will be (1) dated the date of this Agreement, (2) complete within the meaning of the United States Securities and Exchange Commission’s (the “SEC”) Rule 15c2-12, as amended (the “Rule”), (3) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof with only such changes permitted by the Rule and (4) in both a “designated electronic format” consistent with the requirements of Rule G-32 and in a printed format. Such final Official Statement, including the cover page thereto, all exhibits, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the “Official Statement.” Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic form) as the Representative reasonably deems necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was “deemed final” by the Issuer as of its date for purposes of the Rule, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule and the Issuer has delivered a certificate to the Underwriters, dated the date of the Preliminary Official Statement, to evidence compliance with the Rule to the date hereof, a copy of which is attached as **Exhibit B** hereto.

(c) The Issuer represents that officials of the Issuer have reviewed and approved the information in the Official Statement, and the Issuer hereby authorizes the distribution and use of the Official Statement and the information contained therein by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer ratifies and consents to the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer’s acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement, which is complete as of the date of its delivery to the Underwriters (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the “end of the underwriting period” for the Bonds), the Issuer becomes aware of any fact or event that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a 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, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time reasonably request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will promptly prepare and furnish, at the Issuer’s own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Agreement and any representation, warranty or covenant made herein, or any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York (“DTC”) or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

(e) The Representative hereby agrees to timely file, or cause to be filed, the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 3(d) above) the MSRB or its designee (including the MSRB’s Electronic Municipal Market Access System). Unless otherwise notified in writing by the Representative, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

4. ***Representations, Warranties, and Covenants of the Issuer.*** The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a public trust whose sole beneficiary is the City of Oklahoma City, Oklahoma, a political subdivision of the State of Oklahoma (the “State”) and a governmental agency and a body politic and corporate, duly created, organized, and existing under the Constitution and general laws of the State. The Issuer is in full compliance with all provisions of the Act and the Constitution and laws of the State and has full legal right, power and authority and at the date of the Closing will have full legal right, power and authority under the Act (i) to adopt

the Resolution and to take the actions authorized thereby; (ii) to enter into, execute and deliver the Issuer Documents and all documents required hereunder and thereunder to be executed and delivered by the Issuer; (iii) to sell, issue and deliver the Bonds to the Underwriters as provided herein, (iv) to secure the Bonds as provided in the Indenture, and (v) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement. The Issuer has complied, and will at the Closing be in compliance, in all material respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions.

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the Bonds on the terms set forth herein, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Bonds and the Issuer Documents, (iii) the approval, distribution and use of the Preliminary Official Statement and the Official Statement for use by the Underwriters in connection with the public offering of the Bonds and (iv) the consummation by it of all other transactions described in the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement.

(c) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, governmental immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the other Issuer Documents, when duly executed and delivered, will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, governmental immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Indenture and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Indenture and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, governmental immunity of political subdivisions and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Indenture will provide, for the benefit of the holders of the Bonds, the legally valid and binding pledge of the Trust Estate and lien it purports to create as set forth in the Indenture.

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the issuance of the Bonds or any applicable judgment or decree or any loan agreement, order, indenture, bond, note, resolution, 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 any of its prior indentures that authorized the Refunded Bonds (the "Prior Indentures"), and no event which would have a material and adverse effect upon the business or financial condition of the Issuer has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the

Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, order, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject, 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 to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Indenture.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the approval or adoption, as applicable, of the Issuer Documents, the issuance of the Bonds or the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the blue sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds.

(f) The Bonds and the Indenture conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement; the proceeds of the sale of the Bonds will be applied generally as described in the Preliminary Official Statement and the Official Statement under the caption "THE SERIES 2021A Taxable REFUNDING BONDS," and the Undertaking conforms to the description thereof contained in the Preliminary Official Statement and the Official Statement under the caption "CONTINUING DISCLOSURE AGREEMENT" and in "Appendix [F]—Form of Continuing Disclosure Agreement."

(g) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, threatened against the Issuer: (i) affecting the existence of the Issuer or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the assessment, collection, or application of the levy, imposition, charge, collection, or application of the taxes pledged to the payment of principal of and interest on the Bonds pursuant to the Indenture, (iii) in any way contesting or affecting the validity or enforceability of the Bonds, the Refunded Bonds, the Prior Indentures or the Issuer Documents, (iv) contesting the exclusion from gross income of interest on the Bonds or the Refunding Bonds for federal income tax purposes or Oklahoma state income tax purposes, (v) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Refunded Bonds, the Prior Indentures or the Issuer Documents.

(h) The Preliminary Official Statement, as of its date and as of the date of this Agreement, did not and does not contain any untrue statement of a material fact or omit to state a

material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including that date that is 25 days from the "end of the underwriting period" (as defined in the Rule), the Official Statement does not and 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 the light of the circumstances under which they were made, not misleading.

(j) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto until the time when the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule, the Official Statement as so 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.

(k) The Issuer has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(l) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters, at no expense to the Issuer, as the Representative may reasonably request (A) to (y) qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (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 jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(m) The financial statements of, and other financial information regarding, the Issuer in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. The financial statements of the Issuer have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the Issuer's audited financial statements included in the Preliminary Official Statement and the Official Statement. There has been no adverse change of a material nature in such financial

position, results of operations or condition, financial or otherwise, since the date of such statements and information. Prior to the Closing, the Issuer will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. Except as described in the Preliminary Official Statement and in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer would have a material adverse effect on the financial condition of the Issuer.

(n) Prior to the Closing, and other than the Issuer's \$18,645,000* Tax Apportionment Refunding Bonds (Increment District #8), Series 2021B Tax-exempt, which are being sold on the same date as this Agreement and will be issued concurrently with the Bonds on August 24, 2021, as described in the Preliminary Official Statement for the Bonds, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities (except in the ordinary course of business), direct or contingent, payable from or secured by a pledge of the same Trust Estate which will secure the Bonds, without the prior approval of the Representative, which approval shall not be unreasonably withheld.

(o) Any certificate signed by any official of the Issuer authorized to do so in connection with the transactions described in this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

(p) To the knowledge and belief of the Issuer, the Preliminary Official Statement and the Official Statement contain information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds. Except as otherwise provided in the Preliminary Official Statement and the Official Statement, during the last five years the Issuer has complied in all material respects with all continuing disclosure agreements made by the Issuer in accordance with the Rule.

(q) The Issuer covenants that between the date hereof and the Closing it will take no actions which will cause the representations and warranties made in this Agreement to be untrue as of Closing.

(r) The Issuer, to the extent heretofore requested by the Representative, has delivered to the Representative true, correct, complete, and legible copies of all information, applications, reports, or other documents of any nature whatsoever submitted to any rating agency for the purpose of obtaining a rating for the Bonds and true, correct, complete, and legible copies of all correspondence or other communications relating, directly or indirectly, thereto.

(s) To the knowledge of the Issuer, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds. Except as otherwise provided in the Preliminary Official Statement and the Official Statement, during the last five years the Issuer has complied with all continuing disclosure agreements made by it in accordance with the Rule.

(t) The Issuer covenants and agrees to enter into a written agreement or contract, constituting an undertaking to provide annual financial information and notices of the occurrence

of specified events, for the benefit of the Bondholders on or before the date of delivery of the Bonds as required by Section (b)(5) of the Rule, which undertaking shall be for the benefit of the Bondholders, and in the form of the Continuing Disclosure Agreement set forth in Appendix [F] to the Preliminary Official Statement, with such changes as may be agreed to in writing by the Representative.

(u) The Issuer will not amend or supplement the Official Statement without prior notice to and the consent of the Representative and will advise the Representative promptly in the event the Issuer learns of the institution of any proceedings before or by any court, public board or body or otherwise affecting the use of the Official Statement in connection with the offer and sale of the Bonds.

5. ***Establishment of Issue Price.*** [Left Blank Intentionally]

6. ***Closing.*** Delivery of the Bonds shall be made at the Closing Time to the Underwriters through the facilities of The Depository Trust Company in New York, New York, or at such other address as the Representative shall direct. Payment for the Bonds shall be made by the Underwriters by wire transfer of federal funds payable to the Trustee for the account of the Issuer at 10:00 a.m., Central Time, on August 24, 2021, or at such other place, time and date as shall be mutually agreed upon by the Issuer and the Representative. Except for purposes of delivery of the Bonds to the Underwriters, the Closing shall take place at the offices of The Public Finance Law Group PLLC, Oklahoma City, Oklahoma. The delivery of and payment for the Bonds is herein called the “Closing.” The date of such delivery and payment is herein called the “Closing Date,” and the hour and date of such delivery and payment is herein called the “Closing Time.” The delivery of the Bonds shall be made in definitive form, bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bonds) and issued in fully registered form delivered to or at the direction of DTC as directed by the Representative in the form of one bond for each maturity of the Bonds registered in the name of Cede & Co., duly executed and authenticated.

7. ***Closing Conditions.*** The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the accuracy of the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date of this Agreement and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, unless waived in writing by the Representative on behalf of the Underwriters:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall have been duly executed, delivered and authenticated, as applicable, shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall have been delivered and shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative, (ii) the net proceeds of the sale of the Bonds shall be deposited and applied as described in the Official Statement and in the Indenture and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Co-Bond Counsel, Disclosure Counsel and Underwriter's Counsel (all as hereinafter defined) to deliver their respective opinions referred to hereafter.

(d) At the time of the Closing, all official action of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect shall be in substantially the form provided for by the Resolution and shall not have been amended, modified or supplemented, except as may have been agreed to by the Representative.

(e) At or prior to the Closing, the Issuer shall have duly executed and delivered and the Paying Agent/Trustee shall have duly authenticated the definitive Bonds.

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or the operations of the Issuer, from that set forth in the Official Statement that, in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner described in the Official Statement.

(g) The Issuer shall not currently be in default in the timely payment of principal or interest when due on any of its outstanding obligations for borrowed money.

(h) Except as described in the Preliminary Official Statement and the Official Statement, no suit, action, investigation, or legal or administrative proceeding shall be threatened or pending before any court or governmental agency which is likely to result in the restraint, prohibition, or the obtaining of damages or other relief in connection with the issuance of the Bonds or the consummation of the transactions described herein, or which, in the reasonable judgment of the Representative, would have a materially adverse effect on the transactions described herein.

(i) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Agreement shall be reasonably satisfactory in legal form and effect to the Representative, Co-Bond Counsel and Underwriter's Counsel.

(j) At or prior to the Closing, the Representative shall have received one copy of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, in (i) a “designated electronic format” that meets the requirements of Rule G-32 and (ii) a printed format;

(2) Certified copies of the Issuer Documents;

(3) A certificate, dated the date of Closing, signed by the Chairman of the Issuer, or other official acceptable to the Representative to the effect that (i) the representations and warranties of the Issuer contained in this Agreement or in any certificate or document delivered by the Issuer pursuant to the provisions hereof are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing, and all agreements or conditions to be performed or complied with by the Issuer hereunder on or prior to the date of the Closing have been performed or complied with; (ii) except to the extent disclosed in the Preliminary Official Statement and the Official Statement, no litigation, action, suit or proceeding against the Issuer is pending or, to the knowledge of such persons, threatened in any court or administrative body, nor is there a basis for litigation which would (a) contest the right of the members of the board of trustees of the Issuer or other officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds, the Refunded Bonds, the Prior Indentures or the Issuer Documents, (d) contest in any way the accuracy, completeness or fairness of the Preliminary Official Statement or the Official Statement, or (e) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or from assessing, collecting, or applying the levy, imposition, charge, collection, or application of the taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or that would otherwise adversely affect in a material manner the Issuer’s financial condition, its ability to pay the principal of and interest on the Bonds, or its ability to consummate the transactions described herein; (iii) the official actions of the Issuer authorizing the execution, delivery and/or performance of the Preliminary Official Statement, the Official Statement, the Bonds, the Refunded Bonds, the Prior Indentures, and the Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed; (iv) to their knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect as of the time of Closing, and the information contained in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the date of Closing, was and is correct in all material respects and does not and did not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (v) insofar as the descriptions and statements including financial data of, or pertaining to entities, other than the Issuer, and their activities contained in the Preliminary Official Statement and the Official Statement are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable and the Issuer has no reason to believe that they are untrue in any material respect;

and (vi) there has not been any materially adverse change in the financial condition of the Issuer since the latest date as of which audited financial information is available;

(4) A certificate of the Issuer in form and substance satisfactory to Co-Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code;

(5) The approving opinion of The Public Finance Law Group PLLC, and Williams, Box, Forshee & Bullard, P.C, Co-Bond Counsel ("Co-Bond Counsel"), dated the Closing Date and addressed to, or accompanied by a "reliance letter" addressed to, the Underwriters, substantially in the form of Appendix C to the Official Statement;

(6) [Left Blank Intentionally];

(7) The supplemental opinion of Co-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 C**;

(8) 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, in form and substance satisfactory to Co-Bond Counsel and the Representative;

(9) The opinion of Centennial Law Group, Counsel to the Underwriters ("Underwriter's Counsel"), dated the Closing Date and in form and substance satisfactory to the Representative, addressed to the Underwriters;

(10) The opinion of Kutak Rock LLP, as Disclosure Counsel ("Disclosure Counsel") in respect of the Preliminary Official Statement and the Official Statement, dated the Closing Date and in form and substance satisfactory to the Representative, and either addressed to or the subject of a reliance letter addressed to the Underwriters;

(11) Written acceptance of the Paying Agent and Trustee of its appointment to serve as such under the Indenture and of the Escrow Agent of its appointment to serve as such under the Escrow Agreement;

(12) Written evidence that the Bonds have been assigned ratings of "____" (stable outlook) by Moody's Investors Service ("Moody's") and "____" (stable outlook) by S&P Global Ratings ("S&P");

(13) A certificate 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 Independent Accountants' Report in Appendix B to the Official Statement, including an executed copy of such authorization or consent obtained from the auditors;

(14) The verification report of Arbitrage Group, Inc. (the “Verification Agent”), acceptable to the Representative, verifying the accuracy of the mathematical computations of the adequacy of the amount deposited under the Escrow Agreement for payment of the Refunded Bonds;

(15) A Certificate of Determination executed by the Chairman of the Issuer in the form attached hereto as **Exhibit D**; and

(16) Such additional legal opinions, certificates, instruments and other documents as the Representative, Co-Bond Counsel or Underwriter’s Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative and Underwriter’s Counsel.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 4, 9, 10 and 11 hereof shall continue in full force and effect.

8. **Termination.** The Underwriters shall have the right to terminate the Underwriters’ obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds if, after the execution hereof and prior to the Closing, the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall be materially adversely affected in the reasonable judgment of the Representative by the occurrence of any of the following:

(a) [Left Blank Intentionally]

(b) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by any governmental body, department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered.

(c) Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President’s Cabinet, or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental

agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933 (as amended and as then in effect, the “1933 Act” or the “Securities Act”), or the Securities Exchange Act of 1934 (as amended and as then in effect, the “1934 Act” or the “Exchange Act”) or that the Indenture is not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939 (as amended and as then in effect, the “Trust Indenture Act”) or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect.

(d) Legislation shall be introduced or be enacted having the purpose or effect of imposing Oklahoma state income taxation upon interest on the Bonds or upon revenues or other income of the general character to be derived by the Issuer.

(e) Any state blue sky or securities commission or other governmental agency or body in a state in which fifteen percent (15%) or more of the Bonds have been sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance or nonfeasance of the Underwriters.

(f) A general suspension of trading in securities on the New York Stock Exchange or any other major exchange, the establishment of minimum or maximum prices on any such exchange, the establishment of material restrictions (not in force as of the date of this Agreement) upon trading securities generally by any governmental authority or any national securities exchange, or any material increase of restrictions on the trading of securities now in force (including, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters).

(g) A general banking moratorium declared by federal, State of New York, or State officials authorized to do so.

(h) The New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters.

(i) Any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities (or interest thereon).

(j) Any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a 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.

(k) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Preliminary Official Statement and the Official Statement discloses are expected to occur.

(l) There shall have occurred any downgrading, withdrawal or published negative credit watch or similar published information from a rating agency that at the date of this Agreement has published a rating (or has been asked to publish a rating) on any of the Issuer's obligations that are secured in a like manner as the Bonds, which action reflects a negative change or possible negative change, in the ratings accorded to such obligations of the Issuer (including any rating to be accorded the Bonds).

(m) There shall have occurred any (i) new material outbreak of hostilities (including, without limitation, an act of terrorism) or the declaration by the United States of a national emergency or war or (ii) new material other national or international calamity or crisis, or any material adverse change in the financial, political or economic conditions affecting the United States, including, but not limited to, an escalation of a national emergency, calamity or crisis that existed prior to the date hereof which, in the reasonable judgment of the Representative, materially adversely affects the market price of the Bonds.

(n) Any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement.

(o) A material disruption in securities settlement, payment or clearance services shall have occurred in the United States securities markets, which disruption is not temporary in duration.

(p) A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including 1933 Act, the 1934 Act and the Trust Indenture Act.

(q) The purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission which prohibition shall occur subsequent to the date hereof, and is not the result of the Underwriters' acts or failure to act.

With respect to the conditions described in subparagraph (q) above, the Representative is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriters to invoke their termination rights hereunder.

9. ***Expenses.*** Whether or not the Bonds are sold to the Underwriters (unless such sale shall be prevented at the Closing Time 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 Co-Bond Counsel, the Verification Agent and Disclosure Counsel to the Issuer, the Issuer's financial 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 (if any), (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 Paying Agent/Trustee and the Escrow Agent and their respective counsel, if any, (g) the fees and expenses of Underwriter's Counsel and 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, and (h) expenses of the Underwriters approved by the Issuer, including any expenses incurred by the Underwriters on behalf of the Issuer's employees which are incidental to implementing the provisions of this Agreement, including, but not limited to, meals, transportation and lodging of those employees.

The Underwriters shall pay (from the expense component of the Underwriter's discount) all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by the Underwriters in connection with their public offering and distribution of the Bonds.

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 (g) and (h) of this Section 9 or otherwise included in the expense component of the Underwriter's discount.

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. ***Indemnification.***

(a) The Issuer agrees to indemnify and hold harmless, subject to applicable State of Oklahoma law and to the extent permitted thereunder, 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 10(a), such statements mean all information other than the excepted information specified in Section 3(d) 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 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 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 severally and not jointly 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 inclusion in 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 Agreement.

Each of the persons being indemnified pursuant to the first and second paragraphs of this Section 10(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 10(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, the Underwriters shall have no obligation under this subsection (c) to contribute an amount in excess of its pro rata compensation under this 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.

(d) The obligations under this Section 10 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 Agreement.

11. **Notices.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer at the address first shown above, Attention: Finance Director, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to the Representative, J.P. Morgan Securities LLC, 2200 Ross Ave., Floor 3, Dallas, TX, 75201, Attention: Rhett Bredy.

12. **Parties in Interest.** This Agreement as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations and warranties contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

13. **Effectiveness.** This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

14. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

15. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

16. **Business Day.** For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

17. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

18. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

19. **No Personal Liability.** None of the members of the board of trustees of the Issuer, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this

Agreement, or because of execution or attempted executing, or because of any breach or attempted or alleged breach, of the Agreement.

20. ***Representative Capacity.*** Any authority, right, discretion or other power conferred upon the Underwriters or the Representative under any provision of this Agreement may be exercised by the Representative, and the Issuer shall be entitled to rely upon any request, notice or statement if the same shall have been given or made by the Representative.

21. ***Entire Agreement.*** This Agreement represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Bonds.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Representative. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

J.P. MORGAN SECURITIES LLC
as the Representative

By: _____
Authorized Officer

APPROVED AND ACCEPTED on _____, 2021, at _____ a.m./p.m.
Central time as of the date hereof:

OKLAHOMA CITY ECONOMIC
DEVELOPMENT TRUST

By: _____
Chairman

(SEAL)

ATTEST:

City Clerk

SCHEDULE I

Underwriters

Hilltop Securities

SCHEDULE II

DESCRIPTION OF THE REFUNDED BONDS

Tax Apportionment Bonds Series 2013A Taxable

	<u>Maturity Date</u>	<u>CUSIP</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>
Series 2013A Taxable Bonds	3/1/2022	678553 AM0	2.904%	\$ 5,935,000	3/1/2023	100%
	3/1/2023	678553 AN8	3.004%	6,110,000	3/1/2023	100%
	3/1/2024	678553 AP3	3.204%	6,305,000	3/1/2023	100%
	3/1/2025	678553 AQ1	3.404%	6,515,000	3/1/2023	100%
	3/1/2026	678553 AR9	3.604%	6,750,000	3/1/2023	100%
	3/1/2027	678553 AS7	3.804%	7,005,000	3/1/2023	100%
	3/1/2028	678553 AU2	3.997%	7,285,000	3/1/2023	100%
	3/1/2029	678553 AV0	4.097%	7,585,000	3/1/2023	100%
	3/1/2032	678553 AT5	4.297%	19,570,000	3/1/2023	100%
				<u>\$ 73,060,000</u>		

SCHEDULE III

\$78,335,000*

**OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST
TAX APPORTIONMENT REFUNDING BONDS (INCREMENT DISTRICT #8), SERIES
2021A Taxable**

<u>Maturity (March 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial Yield</u>
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(Interest to Accrue from Date of Delivery)

Redemption Provisions

Optional Redemption

The Bonds are subject to optional redemption prior to maturity at the Make Whole Redemption Price in whole or in part as set forth in the Indenture.

EXHIBIT A
ISSUE PRICE CERTIFICATE

[Left Blank Intentionally]

EXHIBIT B

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to **J.P. MORGAN SECURITIES LLC**, as Representative of the Underwriters of the Bonds described below (the “Underwriters”), that he is a duly authorized officer of the **OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST** (the “Issuer”) and is authorized to execute and deliver this certificate and further certifies to the Underwriters as follows:

(1) This certificate is delivered to enable the Underwriters to comply with Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the \$78,335,000* Oklahoma City Economic Development Trust Tax Apportionment Refunding Bonds (Increment District #8), Series 2021A Taxable (the “Bonds”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date hereof, setting forth information concerning the Bonds and the Issuer (the “Preliminary Official Statement”).

(3) As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, final within the meaning of the Rule and is accurate and complete in all material respects as of this date.

(5) If, at any time prior to the earlier of (i) receipt of notice from the Representative that final official statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (ii) 90 days after the closing of the sale of the Bonds to the Underwriters, any event occurs as a result of which the information in the Official Statement as then amended or supplemented would no longer be true and correct or would no longer be the most recently available information, the Issuer shall promptly notify the Representative of such event and shall update such information so that it is the most recently available and provide such updated information to the Representative.

(6) The section of the Preliminary Official Statement entitled “CONTINUING DISCLOSURE AGREEMENT” and Appendix D – Form of Continuing Disclosure Agreement describes the agreement the Issuer expects to make for the benefit of the Bondholders by which the Issuer will undertake to provide ongoing disclosure in accordance with Section (b)(5) of the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of the [3rd] day of August 2021.

OKLAHOMA CITY ECONOMIC
DEVELOPMENT TRUST

By _____
Chairman

EXHIBIT C

FORM OF SUPPLEMENTAL OPINION OF CO-BOND COUNSEL

August 24, 2021

Oklahoma City Economic Development Trust
Oklahoma City, Oklahoma

J.P. Morgan Securities LLC
as Representative of the Underwriters

\$78,335,000*

Oklahoma City Economic Development Trust
Tax Apportionment Refunding Bonds (Increment District #8), Series 2021A Taxable

Ladies and Gentlemen:

We have acted as Co-Bond Counsel in connection with the issuance and sale by the Oklahoma City Economic Development Trust (the “Issuer”) of the above-referenced bonds (the “Bonds”). J.P. Morgan Securities LLC, as the Representative of the Underwriters (the “Underwriters”) named in the Bond Purchase Agreement, dated August 10, 2021 (the “Bond Purchase Agreement”), by and between the Issuer and the Underwriters, has agreed to purchase the Bonds from the Issuer in accordance with the terms of the Bond Purchase Agreement. This opinion is given pursuant to paragraph 7(j)(7) of the Bond Purchase Agreement as the supplemental opinion of Co-Bond Counsel. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Bond Purchase Agreement.

We have reviewed such documents, opinions and matters, and have made such investigation of law, as we have deemed relevant and necessary to render this supplemental opinion. As to questions of fact material to our opinion, we have relied upon representations of the Issuer and the certified proceedings and other certifications of public officials and other parties involved in the issuance of the Bonds furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, it is our opinion, as of the date hereof, that:

The Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery by the other parties thereto, is the valid, legal and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally from time to time in effect and subject to the exercise of judicial discretion in accordance with general principles of equity.

The statements and information contained in the Official Statement under the captions thereof entitled “THE SERIES 2021 BONDS” (except under the subcaptions “Book-Entry-Only

System” and “Sources and Uses of Funds”), “SECURITY FOR THE SERIES 2021 BONDS”, “LEGAL MATTERS,” “CONTINUING DISCLOSURE AGREEMENT” (except for compliance with any prior undertakings as described therein), and in Appendices D, E and F, insofar as such material purports to describe the terms of the Bonds and to summarize certain provisions of the documents to which the Issuer is a party, are a fair and accurate description of the terms of the Bonds and fairly and accurately summarize such documents insofar as they relate to the Bonds. The statements and information contained in the Official Statement under the caption “CERTAIN TAX MATTERS RESPECTING THE SERIES 2021A Taxable BONDS” are correct as to matters of law. Based upon our participation in the preparation of said captions of the Preliminary Official Statement and the Official Statement as Co-Bond Counsel and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the other statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to our attention that would lead us to believe that the statements contained in the Preliminary Official Statement, as of its date and the date of pricing of the Bonds, and in the Official Statement, as of its date and as of the Closing Date, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which the statements were made, not misleading (except we express no opinion or belief as to any financial or statistical data contained in the Preliminary Official Statement and the Official Statement or the appendices thereto). We have not been retained by the Issuer or by any other party to review any other matters contained in the Official Statement or to conduct any procedures relating thereto in connection with our role as Co-Bond Counsel in connection with the issuance of the Bonds.

The Bonds constitute exempted securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), and it is not necessary in connection with the public offering and sale of the Bonds to register the Bonds under the Securities Act or to qualify the Indenture under the Trust Indenture Act.

The funds established under the Indenture have been duly and legally pledged and assigned to the Trustee under the Indenture as security for the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Indenture is in adequate and proper form to create, and the Indenture validly and effectively creates, the mortgage, lien, pledge and grant of security interest that it purports to create and no additional instrument of conveyance, assignment or transfer is necessary to create such mortgage, lien, pledge and grant of security interest. No filing or recording of any document not filed or recorded is required as of this date to perfect or maintain the mortgage, lien, pledge and grant of security interest created by the Indenture.

In our capacity as Co-Bond Counsel, we have rendered our opinion of even date herewith as to the validity and enforceability of the Bonds and certain documents to which the Issuer is a party and the status of interest on the Bonds under federal income tax law, among other matters. You are authorized to rely on such opinion as if it were expressly addressed to you.

This opinion may be relied upon only by the addressees hereof and any member of any selling group formed by the Underwriters and by other persons to whom written permission to rely hereon is granted by us.

For the purposes of this opinion, our services as Co-Bond Counsel have not extended beyond the examination and expressions of the conclusions referred to above. The opinions expressed herein are based upon existing law as of the date hereof and we express no opinion herein as of any subsequent date.

EXHIBIT D

CERTIFICATE OF DETERMINATION

REFLECTING MATURITIES AND RATES FOR
OKLAHOMA CITY ECONOMIC DEVELOPMENT TRUST
TAX APPORTIONMENT REFUNDING BONDS (INCREMENT DISTRICT #8)
SERIES 2021A TAXABLE

The above captioned Bonds (the “Bonds”) are being issued in the aggregate principal amount of \$78,335,000* for the purpose of refunding the bonds listed on Schedule “A” hereto, it being hereby determined that the specified maturities of the listed bond issues can be refunded for savings. The maturities and rates of interest of the Bonds are hereby established as set forth on Schedule “B” hereto.

- The original issue Bond premium is \$_____.
- The original issue Bond discount is \$0.00.
- The underwriter’s discount is \$_____ (0._____ %).
- The average interest rate (TIC) is 0._____ %
- The Bonds are subject to optional redemption as follows:_____.
- The present value savings generated by the refunding is equal to more than 15% of the principal amount of the refunded bonds.

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Dated as of this ____ day of August, 2021.

OKLAHOMA CITY ECONOMIC
DEVELOPMENT TRUST

(SEAL)

Chairman

SCHEDULE “A”

	<u>Maturity Date</u>	<u>CUSIP</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>
Series 2013A Taxable Bonds	3/1/2022	678553 AM0	2.904%	\$ 5,935,000	3/1/2023	100%
	3/1/2023	678553 AN8	3.004%	6,110,000	3/1/2023	100%
	3/1/2024	678553 AP3	3.204%	6,305,000	3/1/2023	100%
	3/1/2025	678553 AQ1	3.404%	6,515,000	3/1/2023	100%
	3/1/2026	678553 AR9	3.604%	6,750,000	3/1/2023	100%
	3/1/2027	678553 AS7	3.804%	7,005,000	3/1/2023	100%
	3/1/2028	678553 AU2	3.997%	7,285,000	3/1/2023	100%
	3/1/2029	678553 AV0	4.097%	7,585,000	3/1/2023	100%
	3/1/2032	678553 AT5	4.297%	19,570,000	3/1/2023	100%
				<u>\$ 73,060,000</u>		

SCHEDULE "B"

**BOND MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS
PERTAINING TO TAX APPORTIONMENT REFUNDING BONDS (INCREMENT
DISTRICT #8), SERIES 2021A Taxable**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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