

NEW ISSUE—BOOK-ENTRY ONLY

**RATINGS: Moody's: Aa2
Fitch: AA-
See "RATINGS" herein**

*In the opinion of Kutak Rock LLP, Special Tax Counsel, under existing laws, regulations, rulings and judicial decisions and assuming accuracy of certain representations and continuing compliance with certain covenants, interest on the 2025A Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. Interest on the 2025A Bonds may affect the federal alternative minimum tax imposed on certain corporations. In the opinion of The Public Finance Law Group PLLC, Bond Counsel, under existing law, interest on the 2025A Bonds is also exempt from State of Oklahoma income taxation. **The Bonds will not be designated by the Issuer as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended. See "TAX MATTERS" herein.***

\$45,560,000*

**STILLWATER UTILITIES AUTHORITY
(Stillwater, Oklahoma)**

Utility System and Sales Tax Revenue Bonds, Series 2025A

Dated: Date of Delivery

Due: As shown on the inside cover

The Utility System and Sales Tax Revenue Bonds, Series 2025A (the "2025A Bonds") are being issued by the Stillwater Utilities Authority (the "Authority" or the "Issuer") to provide funds which, together with other available funds of the Authority, will be used to (i) refund all of the Authority's outstanding Utility System and Sales Tax Revenue Bonds, Series 2014A, (ii) fund the Reserve Requirement with respect to the 2025A Bonds, and (iii) pay certain costs associated with issuance of the 2025A Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein. The Authority is issuing the 2025A Bonds pursuant to the terms of a General Bond Indenture dated as of March 1, 2025, as supplemented and amended by the Series 2025A Supplemental Bond Indenture dated as of March 1, 2025 (collectively, the "Indenture"), by and between the Authority and BOKF, NA, Tulsa, Oklahoma, as trustee (the "Trustee"). The 2025A Bonds are limited and special obligations of the Authority payable from and secured by a pledge of the Gross Revenues derived from the operation of the water, sanitary sewer, solid waste disposal, and electric systems (collectively, the "System"), together with Sales Tax Revenue derived from a one percent (1.0%) sales tax that is levied and subject to annual appropriation by the City of Stillwater, Oklahoma (the "City"), and certain other funds and accounts held under the Indenture (including a Reserve Account), less the prior payment of the Operation and Maintenance Expenses as set out in the Indenture, all as more specifically set forth herein. See "SECURITY FOR THE BONDS" herein.

The 2025A Bonds and the interest thereon do not constitute an indebtedness, liability, general or moral obligation or a loan of the full faith and credit of, or a charge against, the City, or the State of Oklahoma (the "State") or any political subdivision thereof within the meaning of the Constitution or any statutes of the State, and shall never constitute or give rise to a pecuniary liability or a charge against their general credit. No owner of any 2025A Bond shall have the right to compel any exercise of the taxing power of the City or the State to pay the 2025A Bonds or the interest or redemption premium, if any, thereon. **THE AUTHORITY HAS NO TAXING POWER.** Neither the City nor the State nor any political subdivision thereof shall be obligated to pay the principal of the 2025A Bonds or the redemption premium, if any, or interest thereon or other costs incidental thereto. The 2025A Bonds are special obligations of the Authority payable solely from the revenues and other amounts pledged thereto under the Indenture.

The 2025A Bonds will be initially issued as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the 2025A Bonds. Purchases of beneficial ownership interests in the 2025A Bonds will be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof. No physical delivery of the 2025A Bonds will be made to the purchasers thereof. As long as DTC or a successor securities depository is the registered owner of the 2025A Bonds, principal of, premium if any, and interest on the 2025A Bonds will be payable by the Trustee to DTC, or its nominee, which will remit such payments in accordance with its normal procedures, as described herein. See "THE 2025A BONDS – Book-Entry-Only System" herein.

Principal of the 2025A Bonds is payable annually on each October 1, commencing October 1, 2025. Interest on the 2025A Bonds is payable each April 1 and October 1, commencing October 1, 2025, until maturity or earlier redemption. The 2025A Bonds are subject to redemption prior to maturity. See "THE 2025A BONDS—Redemption Provisions" herein.

MATURITY SCHEDULE ON INSIDE COVER

The 2025A Bonds are offered when, as and if issued and received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality of the 2025A Bonds by The Public Finance Law Group PLLC, Oklahoma City, Oklahoma, Bond Counsel. Certain legal matters will be passed upon by Kutak Rock LLP, Denver, Colorado, Special Tax Counsel. Certain legal matters will be passed upon by McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Counsel to the Underwriters. Certain legal matters will be passed upon by Kimberly Carnley, Esq., Stillwater, Oklahoma, Counsel to the Authority and the City. Certain legal matters will be passed upon by Kutak Rock LLP, Minneapolis, Minnesota, as Disclosure Counsel to the Authority. It is anticipated that the 2025A Bonds in definitive form will be available for delivery to DTC on or about March 19, 2025.



The date of this Official Statement is _____, 2025.

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

\$45,560,000*
STILLWATER UTILITIES AUTHORITY
(Stillwater, Oklahoma)
Utility System and Sales Tax Revenue Bonds, Series 2025A

Dated: Date of Delivery

Due: As shown below

MATURITY SCHEDULE*

Due October 1†	Principal Amount	Interest Rate	Yield	CUSIP Base 860820
2025	\$1,530,000	%	%	
2026	1,685,000			
2027	1,770,000			
2028	1,860,000			
2029	1,955,000			
2030	2,060,000			
2031	2,165,000			
2032	2,275,000			
2033	2,390,000			
2034	2,515,000			
2035	2,645,000			
2036	2,780,000			
2037	2,920,000			
2038	3,070,000			
2039	3,230,000			
2040	3,395,000			
2041	3,565,000			
2042	3,750,000			

* Preliminary, subject to change.

† The 2025A Bonds maturing on October 1, 20_, and thereafter will be subject to redemption prior to maturity at the option of the Authority on any date on and after October 1, 20_. See "THE 2025A BONDS – Redemption Provisions" herein.

CUSIP is a registered trademark of the American Bankers Association. CUSIP numbers have been assigned to this issue by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc., and are included solely for the convenience of the purchasers of the 2025A Bonds. None of the Authority, the Trustee, the Financial Advisor or the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers shown herein.

REGARDING USE OF THE OFFICIAL STATEMENT

This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the 2025A Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. In connection with the offering of the 2025A Bonds, no dealer, broker, salesman or any other person has been authorized to give any information or to make any representation(s) other than as contained herein. If given or made, such other information or representation(s) must not be relied upon.

The information contained in this Official Statement, including the cover page and exhibits hereto, has been obtained from the Issuer, the City, public officials, official records and other sources which are deemed to be reliable. No warranty is made, however, as to the accuracy or completeness of such information and nothing contained in this Official Statement is or shall be relied upon as a promise by the Underwriters.

Any statements contained in this Official Statement involving matters of opinion, estimations or projections, whether or not expressly so stated, are intended as such and not as representations of facts. This Official Statement shall not be construed as a contract or agreement between the Issuer and the purchasers or registered owners of any of the 2025A Bonds.

Internet addresses herein are provided as a matter of convenience for the purchasers of the 2025A Bonds. Unless otherwise provided herein, the Issuer does not incorporate herein any information provided at such internet address or any other internet addresses that may be contained therein or herein, and the information at such internet address or addresses is not to be construed or incorporated as part of this Official Statement.

In connection with this offering, the Underwriters may overallocate or effect transactions which stabilize or maintain the market prices of the 2025A Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information and this Official Statement is not to be construed as the promise or guarantee of the Underwriters.

The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the information or opinions set forth herein after the date of this Official Statement.

The cover page hereto contains certain information for quick reference only and is not a summary of this issue. Investors must read the entire Official Statement, including all exhibits attached hereto, to obtain information essential to the making of an informed investment decision.

For purposes of compliance with Rule 15c2-12(b)(1) of the Securities and Exchange Commission, this Preliminary Official Statement is deemed final as of the date hereof; however, it is subject to revision, amendment and completion as a Final Official Statement.

FINANCING PARTICIPANTS

THE STILLWATER UTILITIES AUTHORITY

Trustees

Will JoyceChairman
Amy Dzialowski Vice Chairman
Christie Hawkins..... Trustee
Kevin Clark..... Trustee
Tim Hardin..... Trustee

Other Authority Officials

Brady Moore General Manager
Teresa Kadavy Secretary
Kimberly Carnley.....Authority Counsel

MAYOR AND COUNCIL OF THE CITY OF STILLWATER

Will JoyceMayor
Amy Dzialowski Vice Mayor
Christie Hawkins..... Councilor
Kevin Clark..... Councilor
Tim Hardin..... Councilor

Other Municipal Officials

Brady Moore City Manager
Teresa KadavyCity Clerk
Christy CluckAssistant City Manager/
Director of Finance
Kimberly Carnley..... City Attorney

BOND COUNSEL

The Public Finance Law Group PLLC
Oklahoma City, Oklahoma

SPECIAL TAX COUNSEL

Kutak Rock LLP
Denver, Colorado

FINANCIAL ADVISOR

BOK Financial Securities, Inc.
Oklahoma City, Oklahoma

TABLE OF CONTENTS

	Page
INTRODUCTION	1
THE AUTHORITY	2
THE CITY	3
PLAN OF FINANCING	3
ESTIMATED SOURCES AND USES OF FUNDS	4
DEBT SERVICE REQUIREMENTS FOR THE 2025A BONDS.....	5
THE 2025A BONDS	5
SECURITY FOR THE BONDS	9
THE SYSTEM	13
HISTORICAL AND PROJECTED FINANCIAL INFORMATION	23
OTHER INDEBTEDNESS OF THE AUTHORITY	25
RISKS OF BONDHOLDERS	25
GLOBAL RISKS	29
CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY	29
TAX MATTERS	34
LEGAL MATTERS	37
CONTINUING DISCLOSURE	37
NO LITIGATION	38
RATINGS.....	38
UNDERWRITING	38
FINANCIAL ADVISOR.....	39
FINANCIAL STATEMENTS.....	40
MISCELLANEOUS.....	40
CERTIFICATION AS TO OFFICIAL STATEMENT.....	41
APPENDIX A Certain Information Concerning the City of Stillwater, Oklahoma	
APPENDIX B Financial Statements for Fiscal Year Ended June 30, 2024, of the Stillwater Utilities Authority	
APPENDIX C Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2024 of the City of Stillwater, Oklahoma	
APPENDIX D Definitions and Summary of Documents	
APPENDIX E Forms of Opinions of Bond Counsel and Special Tax Counsel	
APPENDIX F Form of Continuing Disclosure Agreement	

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OFFICIAL STATEMENT

\$45,560,000*

STILLWATER UTILITIES AUTHORITY

(Stillwater, Oklahoma)

Utility System and Sales Tax Revenue Bonds, Series 2025A

INTRODUCTION

This Official Statement, including the cover page and Appendices hereto, is being provided by the Trustees of the Stillwater Utilities Authority (the “Authority”) in connection with the issuance of its Utility System and Sales Tax Revenue Bonds, Series 2025A (the “2025A Bonds”). Additional bonds issued under the Indenture, described below, on a parity with the 2025A Bonds shall be referred to herein as “Additional Bonds.” The 2025A Bonds and any Additional Bonds shall be referred to herein as the “Bonds.” The 2025A Bonds are being issued in accordance with the provisions of a General Bond Indenture dated as of March 1, 2025, as supplemented and amended by the Series 2025A Supplemental Bond Indenture dated as of March 1, 2025 (collectively, the “Indenture”), all by and between the Authority and BOKF, NA, as Trustee (the “Trustee”). Capitalized terms used herein and not otherwise defined herein have the same meaning as set forth in Appendix D.

The 2025A Bonds are being issued by the Authority to provide funds which will be used to (i) refund all of the Authority’s outstanding Utility System and Sales Tax Revenue Bonds, Series 2014A, (ii) fund the Reserve Requirement with respect to the 2025A Bonds, and (iii) pay certain costs associated with issuance of the 2025A Bonds. See “PLAN OF FINANCING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

All Bonds are payable from and secured by a pledge of (i) the Gross Revenues derived from the operation of the existing and hereafter acquired water, sanitary sewer, solid waste disposal, and electric systems (collectively, the “System”) together with the Sales Tax Revenue (as defined herein) less Operation and Maintenance Expenses as set out in the Indenture (“Net Revenues Available For Debt Service”) and (ii) certain other funds and accounts held under the Indenture (including a Reserve Account). The Authority has covenanted in the Indenture to maintain rates, fees and charges for services derived from the operation and/or existence of the System in order that Gross Revenues plus the Sales Tax Revenue in each Fiscal Year will at all times be adequate to pay: (a) Operation and Maintenance Expenses during the Fiscal Year; (b) 125% of the principal and interest requirements on the Bonds for that year; (c) the amount necessary, if any, to restore the balance of the Reserve Account to the Reserve Requirement (as defined herein); and (d) 100% of the annual principal and interest requirements on Subordinated Indebtedness (collectively, the “Rate Covenant”). See “SECURITY FOR THE BONDS—Rate Covenant” herein.

The City has leased the System to the Authority pursuant to an Amended Lease Agreement and Operation and Maintenance Contract, dated as of March 19, 2025 (the “Lease Agreement”).

Ordinance No. 1835 was approved by the City Council on April 16, 1979 (the “Ordinance”), which levied and assessed a one percent (1.0%) excise tax (the “Sales Tax Revenue”) to be used for the purpose of acquiring, constructing, extending and equipping additions and improvements to the water, sanitary sewer, solid waste disposal and/or electric systems of the City, including debt service on bonds of the Authority issued for such purposes. The Ordinance was approved by a majority of the qualified voters of the City voting at an election held for such purpose on May 22, 1979. Pursuant to the Sales Tax Agreement, by and between the City and the Authority, dated as of March 1, 2025 (the “Sales Tax Agreement”), the

* Preliminary, subject to change.

Sales Tax Revenue is to be appropriated to the Authority by the City Council at the beginning of each fiscal year. The Sales Tax Revenue is paid to the Authority on a year-to-year basis pursuant to the Sales Tax Agreement. The Sales Tax Agreement is renewed by the City for additional one year periods on July 1 of each year until the principal of and interest on all Bonds have been paid. The pledge and right to levy and collect the Sales Tax Revenue are subject to revocation under certain circumstances. The Indenture provides that the purpose of the Ordinance may be modified by a majority of the qualified voters voting at an election held for such purpose, provided said change in purpose does not preclude or restrict the use of the Sales Tax Revenue to pay debt service on the Bonds. See “SECURITY FOR THE BONDS” herein.

There follow brief descriptions of the Authority, the City, the 2025A Bonds, the Indenture, the Lease Agreement and the Sales Tax Agreement, as hereinafter defined and described, and certain other related documents and matters. Such descriptions do not purport to be comprehensive or definitive. References to all such documents are qualified in their entirety by reference to the complete texts thereof, copies of such documents being available for inspection at the offices of the Authority. Capitalized terms used in this Official Statement and not otherwise defined shall have the respective meanings given in the Indenture. See Appendix D hereto for definitions of certain terms and a summary of certain provisions of such documents.

The 2025A Bonds and the interest thereon do not constitute an indebtedness, liability, general or moral obligation or a loan of the full faith and credit of, or a charge against, the City or the State or any political subdivision thereof within the meaning of the constitution or any statutes of the State and shall never constitute or give rise to a pecuniary liability or a charge against their general credit. No owner of any 2025A Bond shall have the right to compel any exercise of the taxing power of the City or the State to pay the 2025A Bonds or the interest thereon. **THE AUTHORITY HAS NO TAXING POWER.** Neither the City nor the State nor any political subdivision thereof shall be obligated to pay the principal of the 2025A Bonds or interest thereon or other costs incidental thereto, except from the revenues and other amounts pledged thereto.

THE AUTHORITY

The Authority is a public trust which was created pursuant to a Trust Indenture dated April 1, 1979, as previously amended, and as replaced and superseded by an Amended Trust Indenture dated as of October 7, 2024, for the use and benefit of the City of Stillwater, Oklahoma (the “City”), under the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 *et seq.*, as amended and supplemented, the Oklahoma Public Trust Act and other applicable statutes of the State of Oklahoma (the “State”). The Trustees of the Authority are the same persons who are the Mayor and Councilors of the City (in such capacity, the “Authority Trustees”) and the Authority Trustees continue to hold office as members of the Authority until their successors are elected to the City Council of the City and qualify for office. The Mayor of the City is *ex-officio* the Chairman of the Authority Trustees and the City Clerk acts as Secretary of the Authority Trustees. Under Oklahoma law, creation of an indebtedness by the Authority requires approval by a two-thirds vote of the governing body of the beneficiary, the City Council of the City of Stillwater (provided that a municipality with a governing body of less than seven members shall be required to approve by a three-fifths vote of the governing body), and the sale of obligations without competitive bidding requires the waiver of competitive bidding by a three-fourths vote of the governing body of the beneficiary. The Authority cannot be terminated if there is outstanding indebtedness or fixed term obligations of the Authority Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination. Upon termination of the Authority, the residue of the moneys and properties of the Trust Estate will be distributed to the City as beneficiary.

See Appendix B hereto for the Authority’s audited financial statements for the fiscal year ended June 30, 2024.

The Authority Trustees authorized the offering and sale of the 2025A Bonds, subject to the satisfaction of certain sale parameters, by resolution on October 7, 2024.

The Authority is operated on a day-to-day basis under the direction of the General Manager of the City. The Authority's management staff includes the General Manager and the City's Chief Financial Officer. A brief resume of these individuals is presented below.

Brady Moore, General Manager. Mr. Moore joined the City Manager's Office in 2020 as the Chief Innovation Officer. He graduated from Oklahoma State University with a bachelor's degree in Industrial Engineering and Management and came to the City after 17 years of business entrepreneurship, owning and operating two local business in Downtown Stillwater. In 2023, Mr. Moore was promoted to Deputy City Manager, overseeing Economic Development, Engineering, Development & Planning, Public Works, Water Utilities and Electric Utilities. In December 2024, the City Council selected Mr. Moore to be the next City Manager.

Christy Cluck, CPA, Secretary/Treasurer/Chief Financial Officer. Ms. Cluck has served as the City's Finance Director since February 2018, and in a dual role as Assistant City Manager and Finance Director since January 2024. She has worked for the City since 2001. Ms. Cluck received her Bachelor of Science Degree in Accounting from Oklahoma State University and is a licensed Certified Public Accountant in the state of Oklahoma.

THE CITY

The City is located in north central Payne County, Oklahoma. The U.S. Census Bureau reports the population of the City at 48,394 as of the 2020 Census, representing an increase of 5.92% over the City's reported 2010 Census population of 45,688. The U.S. Census Bureau reports the population for Payne County at 81,646 as of the 2020 Census, representing an increase of 5.6% over Payne County's reported 2010 Census population of 77,350.

The City was incorporated in 1891 and is a home-rule municipality, operating under a City Charter. The City is the county seat of Payne County and is the home of Oklahoma State University ("OSU"). The City is located approximately 70 miles from both Oklahoma City and Tulsa, Oklahoma and encompasses approximately 28 square miles. The City is also home to the Oklahoma Department of Vocational and Technical Education and Meridian Technology Center, which is a career and technology (vo-tech) education center.

The legislative and policy-making body consists of a five-member City Council, elected at large with staggered terms for a period of four years. The City Manager is responsible for the day-to-day operations of City government. The members of the City Council also serve as the Authority Trustees with the Mayor as Chairman and the City Clerk as Secretary of the Authority.

The City Council approved the sale of the 2025A Bonds by the Authority, subject to the satisfaction of certain sale parameters, by resolution on October 7, 2024.

See Appendix A hereto for certain information relating to the City. See Appendix C hereto for the City's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2024.

PLAN OF FINANCING

The 2025A Bonds are being issued by the Authority to provide funds which will be used to (i) refund all of the Authority's outstanding Utility System and Sales Tax Revenue Bonds, Series 2014A

(the “Prior Bonds Being Refunded”), (ii) fund the Reserve Requirement for the 2025A Bonds under the Indenture, and (iii) pay certain costs associated with issuance of the 2025A Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS” below.

The Prior Bonds Being Refunded

A portion of the proceeds of the 2025A Bonds will be used to refund the Prior Bonds Being Refunded. The Prior Bonds Being Refunded were issued on August 12, 2014, in the original aggregate principal amount of \$61,830,000 consisting of \$34,445,000 in serial bonds maturing October 1, 2017-2034, inclusive, a \$15,915,000 term bond maturing October 1, 2039, and an \$11,470,000 term bond maturing October 1, 2042. As of the date hereof, \$49,880,000 in aggregate principal amount of the Prior Bonds Being Refunded remains outstanding and is now subject to redemption, and will be refunded and defeased upon delivery of the 2025A Bonds. Upon delivery of the 2025A Bonds and the deposits described in the following paragraph with respect to the Prior Bonds Being Refunded, the 2025A Bonds will constitute the only Bonds Outstanding under the Indenture with a first lien on the Trust Estate pledged under the Indenture.

In order to effect the refunding of the Prior Bonds Being Refunded, the Authority intends to deposit with the Trustee monies which, together with any other available funds and earnings thereon, will be sufficient to pay the redemption price of and the interest on the Prior Bonds Being Refunded on the date fixed for their redemption. The amounts so deposited with the Trustee will be available only for the payment of the Prior Bonds Being Refunded and will not be available for the payment of the 2025A Bonds. After the deposit of such amounts, the Authority will be discharged from all payment obligations with respect to the Prior Bonds Being Refunded.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated uses of the proceeds of the 2025A Bonds and certain other available funds of the Authority.

Sources of Funds	
Principal Amount of 2025A Bonds	\$
Net Original Issue Premium/(Discount)	
Other Available Funds	
Total Sources	\$ _____
 Uses of Funds	
Deposit to Escrow Fund	\$
Deposit to Reserve Account ⁽¹⁾	
Underwriters’ Discount	
Costs of Issuance ⁽²⁾	
Total Uses	\$ _____

- (1) Maximum annual debt service on the 2025A Bonds.
- (2) Includes all costs of issuance, fees for legal counsel and other expenses, the payment of which is contingent upon the issuance of the 2025A Bonds.

DEBT SERVICE REQUIREMENTS FOR THE 2025A BONDS

The following table sets forth the annual amounts required to pay scheduled principal and interest on the 2025A Bonds during each fiscal year ending June 30. Upon their issuance, the 2025A Bonds will constitute the only Bonds Outstanding under the Indenture with a first lien on the Trust Estate pledged under the Indenture.

Debt Service Requirements

<u>Period Ending June 30</u>	<u>2025A Bonds Principal*</u>	<u>2025A Bonds Interest*</u>	<u>Total 2025A Bonds Debt Service*</u>	<u>Total Debt Service</u>
2026	\$ 1,530,000	\$	\$	\$
2027	1,685,000			
2028	1,770,000			
2029	1,860,000			
2030	1,955,000			
2031	2,060,000			
2032	2,165,000			
2033	2,275,000			
2034	2,390,000			
2035	2,515,000			
2036	2,645,000			
2037	2,780,000			
2038	2,920,000			
2039	3,070,000			
2040	3,230,000			
2041	3,395,000			
2042	3,565,000			
2043	3,750,000			
	<u>\$45,560,000</u>			

* Preliminary, subject to change.

† See “OTHER INDEBTEDNESS OF THE AUTHORITY – Subordinate Indebtedness Payable to Oklahoma Water Resources Board” herein.

THE 2025A BONDS

Payment of Principal and Interest

The 2025A Bonds shall be dated as of the date of delivery and shall be in fully registered form in the denomination of \$5,000 or with respect to principal maturing on the same date, in integral multiples thereof. The 2025A Bonds shall mature on October 1 of each of the years and in the principal amounts and shall bear interest at the rates per annum, all as forth on the inside cover page of this Official Statement, unless previously redeemed.

Interest on the 2025A Bonds shall be payable semiannually on April 1 and October 1 of each year, commencing October 1, 2025, until maturity or earlier redemption, by check or draft mailed to the registered holders thereof at their addresses as they appear on the Bond Register (as hereinafter defined) as

of the Trustee's close of business on the fifteenth (15th) day (whether or not such day is a Business Day) of the calendar month prior to such Interest Payment Date (the "Record Date"). Should the 2025A Bonds no longer be held in book-entry form, the Record Date shall be the Trustee's close of business on the 15th day of the calendar month next preceding such Interest Payment Date, regardless of whether such day is a Business Day. Principal of the 2025A Bonds is payable at the principal corporate trust office of the Trustee.

Registration and Payment

The 2025A Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") which will act as securities depository for the 2025A Bonds. Principal and interest on the 2025A Bonds will be paid by the Trustee to DTC. Disbursement of such payments to the DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of the DTC participants and the Indirect Participants, as more fully described herein. See "THE 2025A BONDS - Book-Entry-Only System" below.

Transfer and Exchange

The 2025A Bonds are transferable by the registered owners thereof in person or by their attorneys duly authorized in writing at the principal office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of the 2025A Bonds. Upon such transfer a new Bond or Bonds of the same maturity or maturities, interest rate or rates, and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

Upon payment of a transfer charge as provided in the Indenture and any required tax, fee or other governmental charge and subject to such conditions, the 2025A Bonds, upon the surrender thereof at the principal office of the Trustee with a written instrument of transfer, in form and with guarantee of signature satisfactory to the Trustee, duly executed by the registered owner or such owner's duly authorized attorney, may, at the option of the registered owners thereof, be exchanged for an equal aggregate principal amount of 2025A Bonds of the same maturity and interest rate of any other authorized denomination. The Authority and the Trustee shall not be required to issue, transfer or exchange any 2025A Bonds during a period beginning at the close of business on the 15th day of the calendar month next preceding any interest payment date and ending at the close of business on the interest payment date.

Redemption Provisions*

The 2025A Bonds are subject to redemption prior to maturity as described in this section of the Official Statement.

Optional Redemption. The 2025A Bonds maturing on October 1, 20_, and thereafter will be subject to redemption prior to maturity at the option of the Authority, on at least thirty (30) days' notice (or such shorter notice as may be acceptable to the then-registered owner), in whole or in part on any date on and after October 1, 20_, at par, plus in each case, accrued interest to the date fixed for redemption.

Extraordinary Mandatory Redemption of 2025A Bonds. The 2025A Bonds shall be subject to mandatory redemption prior to maturity in whole or in part, on any date, at a redemption price equal to par, plus accrued interest to the redemption date, if required pursuant to the Tax Certificate to maintain the tax-

* Preliminary, subject to change.

exempt status of the Bonds. The Authority shall provide the Trustee with written notice of the requirement for any such redemption not more than five days after determining that such redemption will be required.

Notice of Redemption. In the event any of the 2025A Bonds or portions thereof (which shall be \$5,000 or an integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying the 2025A Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed (or such shorter notice as may be acceptable to the then-registered owner) in whole or in part at the address shown on the registration books. So long as the 2025A Bonds are registered through the book-entry-only system, notice will be given only to DTC. See “THE 2025A BONDS – Book-Entry-Only System” below.

Selection of 2025A Bonds to be Redeemed. If less than all of the 2025A Bonds are to be redeemed, the particular maturities of 2025A Bonds to be redeemed at the option of the Authority will be determined by the Authority in its sole discretion.

Book-Entry-Only System

The information in this section concerning DTC and DTC’s Book-Entry-Only system has been obtained from DTC, and the Authority, the Financial Advisor and the Underwriters take no responsibility for the completeness or accuracy thereof.

DTC will act as securities depository for the 2025A Bonds. The 2025A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2025A Bond certificate will be issued for each series and maturity of the 2025A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC at the office of the Trustee on behalf of DTC utilizing the DTC FAST system of registration.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a rating of AA+ from S&P Global Ratings. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of 2025A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2025A Bonds on DTC's records. The ownership interest of each actual purchaser of each 2025A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2025A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2025A Bonds, except in the event that use of the book-entry system for the 2025A Bonds is discontinued.

To facilitate subsequent transfers, all 2025A Bonds deposited by Direct Participants with DTC (or the Trustee on behalf of DTC utilizing the DTC FAST system of registration) are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2025A Bonds with DTC (or the Trustee on behalf of DTC utilizing the DTC FAST system of registration) and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2025A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2025A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all the 2025A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the 2025A Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2025A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the 2025A Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments on the 2025A Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of

such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the 2025A Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, 2025A Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2025A Bond certificates will be printed and delivered to DTC.

The Authority, Financial Advisor, Bond Counsel, Trustee and Underwriters cannot and do not give any assurances that the DTC Participants will distribute to the Beneficial Owners of the 2025A Bonds: (i) payments of principal of or interest on the 2025A Bonds; (ii) certificates representing an ownership interest or other confirmation of Beneficial Ownership interests in the 2025A Bonds; or (iii) redemption or other notices sent to DTC or its nominee, as the Registered Owners of the 2025A Bonds; or that they will do so on a timely basis or that DTC or its participants will serve and act in the manner described in this official statement. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

None of the Authority, Financial Advisor, Bond Counsel, Trustee or Underwriters will have any responsibility or obligation to such DTC Participants (Direct or Indirect) or the persons for whom they act as nominees with respect to: (i) the 2025A Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by any DTC Participant of any amount due to any Beneficial Owner in respect of the principal amount of or interest on the 2025A Bonds; (iv) the delivery by any DTC Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to Registered Owners; (v) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the 2025A Bonds; or (vi) any consent given or other action taken by DTC as Registered Owner.

In reading this Official Statement, it should be understood that while the 2025A Bonds are in the Book-Entry-Only system, references in other sections of this Official Statement to Registered Owner should be read to include the Beneficial Owners of the 2025A Bonds, but: (i) all rights of ownership must be exercised through DTC and the Book Entry system; and (ii) notices that are to be given to Registered Owners by the Authority or the Trustee will be given only to DTC.

SECURITY FOR THE BONDS

Pledge of the Trust Estate

All Bonds, including the 2025A Bonds and any Additional Bonds issued under the Indenture on a parity therewith, will constitute limited and special obligations of the Authority payable solely from and secured by a pledge of a trust estate (the “Trust Estate”) which consists of: (a) the Gross Revenues of the System; (b) the interest of the Authority in and to the Sales Tax Agreement and the Sales Tax Revenue; (c) the interest of the Authority in and to the Lease Agreement; (d) all right, title and interest of the Authority in and to the System; (e) all proceeds of the sale of the Bonds; and (f) all funds and accounts established by the Indenture, less the prior payment of the Operation and Maintenance Expenses as set out in the Indenture. See “RISKS OF BONDHOLDERS – Special Obligation” herein and “DEFINITIONS

AND SUMMARY OF DOCUMENTS – Summary of Certain Provisions of the General Bond Indenture – *Collection and Disposition of Revenues*” in Appendix D hereto.

Upon their issuance, the 2025A Bonds will constitute the only Bonds Outstanding under the Indenture with a first lien on the Trust Estate pledged under the Indenture. See “OTHER INDEBTEDNESS OF THE AUTHORITY” herein for a description of certain other indebtedness of the Authority, including Subordinated Indebtedness.

Reserve Account

The Reserve Requirement for each Series of Bonds shall be established by Supplemental Indenture. The 2025A Supplemental Indenture requires that an amount equal to the lesser of (a) 10% of the principal amount of the Series of Bonds issued, (b) maximum annual principal and interest requirements on such Series of Bonds, or (c) 125% of average annual debt service requirements on the Bonds (the “Reserve Requirement”) be deposited in the Reserve Account in full at the time of delivery of the 2025A Bonds.

Rate Covenant

The Authority has covenanted in the Indenture to maintain rates, fees and charges for the use of the System and services supplied thereby which are approved by the City to produce Gross Revenues, that when coupled with the Sales Tax Revenue in each Fiscal Year, will at all times be adequate to pay: (a) Operation and Maintenance Expenses; (b) 125% of the annual principal and interest requirements on all parity Bonds for that year; (c) the amount necessary, if any, to restore the balance of the Reserve Account to the Reserve Requirement for the Bonds; and (d) 100% of the annual principal and interest requirements on Subordinated Indebtedness.

Lease Agreement

Pursuant to the Lease Agreement, the City has leased the System (including all hereinafter-acquired improvements) to the Authority for a term extending to and including June 30, 2124, and so long thereafter as any indebtedness of the Authority secured by the Lease Agreement remains outstanding.

Sales Tax Agreement

The Authority and the City have entered into the Sales Tax Agreement dated as of March 1, 2025, under which the City will pay to the Authority, on a year-to-year basis, the revenues derived from the levy and collection of a one-percent sales tax (the “Sales Tax Revenue”) on all sales within the City. Sales Tax Revenue shall be deposited by the Authority for transfer or payment as required under the Indenture. Pursuant to the Sales Tax Agreement, the Sales Tax Revenue is committed by the City to the Authority subject to the annual appropriation of such moneys by the City.

The Sales Tax Agreement is renewed by the City for additional one year periods on July 1 of each year until the principal of and interest on all 2025A Bonds have been paid. A majority of the registered voters of the City may revoke the right to levy and collect such tax at an election held for such purpose. The Sales Tax Agreement may be amended from time to time to conform to a modification of the Ordinance as permitted under the Indenture. See “SECURITY FOR THE BONDS-Sales Tax Revenue” and “RISKS OF BONDHOLDERS-Sales Tax Revenue” herein.

Sales Tax Revenue

At an election on May 22, 1979, the qualified voters of the City approved the Ordinance which provided for the levy and collection of the Sales Tax Revenue to be used by the Authority for the purpose of acquiring, constructing, extending, and equipping additions and improvements to the water, sanitary sewer, solid waste disposal and/or electric systems of the City, including the payment of debt service on indebtedness incurred by the Authority; the costs of planning, constructing, renovating, expanding and improving said water, sanitary sewer, solid waste disposal and/or electric systems, including, but not limited to, the costs of feasibility studies, land acquisition and easements; the costs of capital expenditures made to improve said water, sanitary sewer, solid waste disposal and/or electric systems including the purchase of equipment and furnishings; the making of any payments or transfers required under any bond indenture or other debt instrument securing any indebtedness incurred by the Authority; the payment of Operation and Maintenance Expenses of the water, sanitary sewer, solid waste disposal and/or electric system; at the direction of the Authority to purchase or redeem bonds or other indebtedness of the Authority or the City prior to maturity; at the direction of the Authority to transfer to the Sinking Fund of the City for the payment of General Obligation Bond Indebtedness of the City; or for any other lawful purpose of the Authority; provided that none of the proceeds from the sales tax shall ever be used for any purpose, except as authorized above, other than operation as stated in the certified audit report of the Authority and improvement of the public utility systems of the City leased to the Authority. The ordinance levying the sales tax may be amended to modify the purpose of the revenues derived from said ordinance, subject to the approval of the registered voters of the City, provided such modification of purpose shall not preclude or restrict the use of the Sales Tax Revenues from the payment of obligations under the Indenture, including the principal and interest on any bonds.

Pursuant to the Sales Tax Agreement, the Sales Tax Revenue shall be deposited in the general fund of the City. The City has agreed in the Sales Tax Agreement to appropriate all Sales Tax Revenue over to the Authority monthly as received to be used for the purpose authorized under the Ordinance. During Fiscal Years ended June 30, 2024 and 2023, the Sales Tax Revenue was \$10,038,770 and \$9,979,678, respectively. The total municipal sales tax levied by the City is 4.00%. The aggregate sales tax for residents in Stillwater is 9.313%, which includes 4.5% levied by the State and 0.813% levied by Payne County. Appropriations of Sales Tax Revenues, when so made, become revenues of the Authority and are to be used primarily for (i) the payment of debt service on all Bonds and (ii) to make payments, if required, to replenish the minimum required balance of the Reserve Account. In the event there are sufficient funds in the Bond Fund and the Reserve Account on or before the last day of each month, and there is no event of default, then any remaining Sales Tax Revenue in the Sales Tax Fund of the Authority may be transferred back to the general fund of the City and may be used for any lawful purpose.

The Sales Tax Revenue generated by the one percent sales tax is paid by the City to the Authority, subject to the annual appropriation of such moneys by the City. The Sales Tax Agreement is expected to be renewed by the City for additional one year periods on July 1 of each year until the principal of and interest on all Bonds have been paid.

Because the levy, collection and use of the Sales Tax Revenue was approved by a majority of the voters, the voters have the power to revoke the right of the City to levy and collect the tax at an election held for such purpose. For a description of the risks associated with the Sales Tax Revenue, see “RISKS OF BONDHOLDERS—Sales Tax Revenue” herein.

Additional Bonds

The Indenture provides that the Authority may issue additional bonds on a parity with the 2025A Bonds pursuant to the provisions of the Indenture and a Supplement thereto; provided that the Authority is

in compliance with all covenants contained in the Indenture and is not in default in the performance and observance of any of the terms, provisions, and conditions thereof. The Authority may issue additional parity bonds after delivery by the Authority of:

(a) a certificate of the Authority stating that it is not presently in default in any of its covenants contained in the Indenture or any Credit Agreement;

(b) Either (i) an Accountant's Certificate reflecting that the Net Revenues Available for Debt Service in each of the two full fiscal years immediately preceding the closing for the Additional Bonds shall have been at least equal to 125% of the maximum annual Aggregate Bond Service requirements for all Bonds to be Outstanding immediately after the delivery of such Additional Bonds, or (ii) an Accountant's Certificate or Engineer's Certificate projecting that in the first two fiscal years following the completion of the project funded by the Additional Bonds, the Net Revenues Available for Debt Service will be at least equal to 125% of the maximum annual Aggregate Bond Service requirements for all Bonds to be Outstanding at such time. In the event that the Accountant or Engineer of Record shall provide the certificate to the Trustee, pursuant to clause (ii) above, the calculations reflecting the sufficiency thereof shall be based upon Net Revenues Available for Debt Service in twelve (12) consecutive months of the previous eighteen (18) months and may take future System rate increases into consideration; provided, however, that for such rate increases to be taken into consideration by the Accountant or Engineer of Record, the Authority and any other entity required to give its approval for such rate increases to be effective shall have given such required approvals prior to the closing for the Additional Bonds. Additionally, the Accountant or Engineer of Record may take into consideration additional future revenues of the System to be derived from contractual agreements entered into by the Authority. The projections to be made by the Accountant or the Engineer of Record shall only reflect growth in the customer base of the Authority to the extent that such growth is a result of services to be provided to an existing customer base not currently served by the Authority. The Engineer's Certificate required by this clause shall be prepared for the period prescribed herein or such lesser period of time as shall be deemed reasonable by the Trustee and as determined by the generally accepted standards of practice of the trade and specific Project Determinations. In preparing such certificate the Accountant or the Engineer of Record may use the Certified Interest Rate in the case where Additional Bonds are Variable Rate Bonds. For purposes of calculating average annual Aggregate Bond Service, if any Outstanding bonds are Variable Rate Bonds the interest rate to be utilized for such bonds shall be the higher of the average interest rate for such bonds for the last twelve (12) month period or the Certified Interest Rate.

Limited and Special Obligations

The payment of the principal of and interest on all Bonds issued under and secured by the Indenture, including the 2025A Bonds and any Additional Bonds issued in the future under the Indenture on a parity therewith, does not constitute an indebtedness, liability, general or moral obligation of the City or the State. The issuance of the Bonds does not directly or indirectly obligate the City or the State to provide any funds for the payment of the Bonds. The Bonds do not currently and shall never constitute an indebtedness of the City or the State within the meaning of the Constitution and the statutes of the State, and do not currently and shall never constitute or give rise to a pecuniary liability or a charge against the general credit or taxing power of the City or the State. The City shall not be liable for the payment of the principal of and interest on the Bonds or for the performance of any agreement or covenant of any kind which may be undertaken by the City. No breach by the City of any covenant or agreement shall create any obligation upon the City, including any charge against its credit or taxing power. THE AUTHORITY HAS NO TAXING POWER.

THE SYSTEM

General Information

The purpose of the Authority is generally to provide for the operation and maintenance of the System and the construction and financing of improvements to the System.

The System, which includes all existing and hereafter acquired properties of the System of the City, is leased by the City to the Authority under the Lease Agreement. The Lease Agreement expires June 30, 2124; provided that such term shall be extended until all obligations secured by the System and the revenues derived therefrom have been retired or other provisions therefor have been made.

Rates and Charges

The Authority is obligated by the Indenture to set rates, fees and charges for the use of the System adequate to meet all covenants and obligations of the Indenture, including the Rate Covenant, all as more fully set forth under “Summary of Certain Provisions of the Indenture—Rates, Fees and Charges” included in Appendix D to this Official Statement and in “SECURITY FOR THE BONDS—Rate Covenant” above. The rates and charges of the System are not subject to regulation by the Oklahoma Corporation Commission.

The Authority sends out monthly utility bills to all customers on a daily basis. Utility bills are due 21 days after the bill is mailed. If the bill is not paid by that date, a late fee of 10% of the utility charge may be assessed and the service is subject to disconnection.

The Electric System

General. The City of Stillwater Electric Utility System (the “Electric System”) has provided electric service to customers within the City and immediate surrounding area since 1901. The service area of the Electric System currently encompasses approximately 30 square miles, including the entire City, with the exception of OSU, which is served by Oklahoma Gas and Electric (“OG&E”), and a limited number of customers within certain annexed areas of the City, which are served by Central Rural Electric Cooperative, Inc. The Electric System also serves residential and commercial customers outside the City limits.

The City electric utility owns and operates a fully integrated transmission and distribution system utilizing 69 KV transmission voltage and 12.47 KV distribution circuits. Grand River Dam Authority “GRDA” provides bulk service to the City via 138 KV transmission circuits entering from three sides of the City. The Authority purchases wholesale electric power for resale to its customers from GRDA. The original GRDA contract was approved on March 20, 1985 and actual power purchases began October 1987. The term of the contract was originally for a period of 15 years after the beginning date of service, but has been since extended through May 31, 2042. In Fiscal Year 2024, the system served an average of 22,162 customers with average usage of 1,194,592 kWh per day.

Arrangements with GRDA. The State created GRDA in 1935 as a conservation and reclamation district and declared it to be a governmental agency and body politic and corporate of the State. GRDA’s service area includes 24 counties located in the northeast part of the State. The Grand River is formed by the junction of the Neosho and Spring Rivers about 10 miles southeast of the City of Miami in the northeastern corner of the State. The Grand River flows southerly and southwesterly about 125 miles and empties into the Arkansas River. The Grand River lies entirely within Oklahoma but its drainage basin of about 12,500 miles also extends over the states of Arkansas, Missouri and Kansas.

GRDA has the power to control, store, preserve and distribute the waters of the Grand River and its tributaries for any useful purpose (subject to the right of certain municipalities to take such quantities of water as may be needed by such municipalities), to develop and generate electric power and electric energy within the boundaries of GRDA, and to buy, sell, resell, interchange and distribute electric power and energy. GRDA has been operating power facilities since the original construction of its Pensacola Plant in 1941. It has concentrated its activities on the generation, transmission and sale of power to municipal or other public authority consumers, electric cooperative consumers and certain large industrial consumers. Investor owned utilities also have facilities and serve customers within the same areas as GRDA.

GRDA owns and operates a coal-fired unit (GREC 2) and a gas-fired combined cycle unit (GREC 3) at its Grand River Energy Center (“GREC”), formally known as the Coal Fired Generating Complex. The current net generation capability of GREC is approximately 1,015 megawatts (“MW”), comprised of GREC 2 = 520 MW and GREC 3 = 495 MW. GREC 2 is scheduled to retire in 2026. GRDA is in the process of building GREC 4, a nominally rated 420 MW gas-fired combustion turbine. The new combustion turbine in combination with an 80 MW solar project, also currently under construction, and a future battery storage system will replace GREC 2. Once GREC 4 achieves commercial operation, expected by June 1, 2026, GREC 2 will be retired. In 2008, GRDA acquired a 36% ownership interest in a 1,230 MW gas-fired, combined cycle power generation facility located near Luther, Oklahoma (“Redbud”), which is operated by OG&E. GRDA can schedule up to its 36% ownership interest of the available power output of the facility. GRDA also owns and operates its hydroelectric Pensacola Project, Markham Ferry Project (Kerr Dam) and Salina Pumped Storage Project. GRDA also has approximately 380 MW of wind-generated electrical power through four purchased power agreements. The aggregate accredited net generation capability of GRDA’s System is approximately 2,130 MW. GRDA acts as a market participant in the SPP Integrated Marketplace. The rates charged by GRDA for the sale of electric power and energy are not currently regulated by any state or Federal authority. The principal office of GRDA is located at Engineering & Technology Center, 9933 East 16 Street, Tulsa, Oklahoma.

Capacity Purchase Agreement (“CPA”). Pursuant to the terms of the CPA, GRDA purchases capacity and energy produced by the Authority. The Authority agrees to purchase exclusively from GRDA its electric power and energy pursuant to the terms of a Power Purchase Agreement (“PPA”). The CPA terminates on May 31, 2042, which coincides with the term of the PPA. In the event one or more Units (as defined below) are destroyed or damaged beyond economic repair, the CPA will immediately terminate as to such destroyed or damaged Units subject to certain Authority rights to repair.

GRDA purchases all energy produced from the Units. The amount of energy purchased from each Unit is the amount of energy delivered from the Unit to the Point of Delivery, net of reductions for station service, auxiliary loads and step-up transformer losses to the extent applicable.

GRDA has no obligation to pay or credit the Authority for energy provided from the Authority except to the extent that GRDA has requested the Authority provide energy under the CPA. To the extent an individual generating unit (each, a “Unit”) is qualified and committed to provide installed reserves, spinning reserves and/or ready reserves, GRDA shall pay for such additional services to the extent requested by GRDA and provided by the Authority. GRDA shall make payments on a monthly basis in an amount calculated as the sum of:

- (a) a monthly capacity payment for each Unit, calculated as the product of the average Daily Demonstrated Generating Capacity for the Unit for the month and a capacity charge based on the full load heat rate, the variable operation and maintenance costs (in \$/MWh) and the fixed portion of the fuel costs (in \$/MWh), wherein the full load heat rate is inversely proportional to the payment so the capacity payment increases as the heat rate decreases;

(b) if a Unit is qualified and committed to provide installed reserves pursuant to the policies and procedures of SPP, a monthly installed reserve payment for each such Unit, calculated as the product of the average Daily Demonstrated Generating Capacity for the Unit for the month and \$0.75/kW;

(c) if a Unit is qualified and committed to provide spinning reserves pursuant to the policies and procedures of SPP, a monthly spinning reserve payment for each such Unit, calculated as the product of the average Daily Demonstrated Generating Capacity for the Unit for the month and \$0.25/kW;

(d) if a Unit is qualified and committed to provide ready reserves pursuant to the policies and procedures of SPP, a monthly ready reserve payment for each such Unit, calculated as the product of the average Daily Demonstrated Generating Capacity for the Unit for the month and \$0.75/kW; and

(e) an energy payment (which amount may be negative) calculated as the product of the energy purchased and an energy rate calculated by multiplying the Fuel Index times a fuel type adjustment, times the Heat Rate for the Unit, and adding variable O&M costs and other fuel related charges for the Unit.

Owned Generation Plant. The Authority owns and operates the Stillwater Energy Center power plant. This gas fired, reciprocating engine power plant has three internal combustion reciprocating engines and generators with nameplate capacities of 18.759 MW each. Peaking capacity for the plant is 56 MW and the Authority uses the plant in conjunction with the GRDA contract under the terms of the CPA described above. Under the CPA, GRDA acts as the market participant in the SPP Integrated Marketplace and offers the Authority's generation resources into the market daily. In the marketplace, the SPP schedules and dispatches the City's generation resources and GRDA interacts with the SPP on the Authority's behalf. The control room at the plant is manned 24 hours per day and acts as the dispatch center for the electric, water, and wastewater utilities after hours.

Electric Rates. The retail electric rates used by the Authority were originally based upon rates used by OG&E. These rates have since been evaluated and are more directly based on a cost of service approach. Effective January 1, 2019, the automatic rate escalator was suspended pending completion of a cost of service study. The cost of service study was completed in Spring of 2020. Discussion of rate adjustments took place on December 7, 2020; however, no action was taken. The automatic rate escalator was reinstated on April 18, 2022, with a 3% rate increase effective July 1, 2022, and an additional 3% rate increase effective January 1, 2023. During fiscal year 2023, an updated cost of service study was completed and presented to the Authority Trustees on September 25, 2023. On November 6, 2023, rate increases were approved by the City Council and the Authority Trustees effective January 1, 2024, based on the recommendations from the study. Table 1 represents the current, most commonly billed electric service rates including service type, service description, and service charge effective January 1, 2025. A Power Cost Adjustment is added to all kWh charges to account for variations in the cost of generating or purchasing power. The Authority also charges sales tax on electric sales as follows: residential customers pay City and County sales tax and commercial customers pay City, County and State sales tax.

Table 1
Electric Rates
(effective 01/01/25)

<u>Service Type</u>	<u>Customer Charge</u>	<u>Service Charge</u>
Residential	\$14.52 per customer per month	Energy Charge: all kWh per month at \$0.11480 per kWh.
Residential Heat Pump	\$14.52 per customer per month	Energy Charge: all kWh per month at \$0.11011 per kWh.
Low Usage Residential	\$12.36 per customer per month	Energy Charge: all kWh per month at \$0.09310 per kWh.
Block Billing	\$14.52 per customer per month	Energy Charge: all kWh per month at \$0.11480 per kWh.
Commercial Rate – General Service	\$19.52 per customer per month	Energy Charge: all kWh per month at \$0.12185 per kWh.
Commercial Rate – Ground Source Heat Pump	\$126.79 per customer per month	Energy Charge: all kWh per month at \$0.08653 per kWh.
Power and Light – Primary	\$438.00 per customer per month	Demand Charge: \$13.43 per kW of Billing Demand per month. Energy Charge: \$0.05450 per kWh per month.
Power and Light – Secondary	\$245.54 per customer per month	Demand Charge: \$14.30 per kW of Billing Demand per month. Energy Charge: \$0.05545 per kWh per month.
Large Power and Light (Service Level 3 & 4)	\$486.15 per customer per month	Demand Charge: \$14.00 per kW of Billing Demand per month. Energy Charge: \$0.04428 per kWh.
Large Power and Light (Service Level 5)	\$273.99 per customer per month	Demand Charge: \$14.11 per kW of Billing Demand per month. Energy Charge: \$0.04528 per kWh.

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Historical Revenues, Usage and Customers. Table 2 represents the billed electric revenues, usage and customers for Fiscal Years 2022-2024.

Table 2
Historical Revenues, Usage and Customers (Electric)

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Residential Revenues (Billed)	\$25,630,084	\$29,781,644	\$28,245,309
Commercial Revenues (Billed)	20,098,237	23,373,889	22,518,085
Industrial Revenues (Billed)	<u>5,564,744</u>	<u>5,190,362</u>	<u>4,322,844</u>
Total Revenues (Billed)	\$51,293,065	\$58,345,895	\$55,086,237
Residential Usage (kWh)	208,645,292	212,577,370	206,597,404
Commercial Usage (kWh)	176,812,018	180,273,606	182,433,909
Industrial Usage (kWh)	<u>62,539,939</u>	<u>48,977,305</u>	<u>46,994,762</u>
Total Usage (kWh)	447,997,249	441,828,281	436,026,075
Residential Customers (Avg)	19,407	19,599	19,612
Commercial Customers (Avg)	2,520	2,540	2,545
Industrial Customers (Avg)	<u>5</u>	<u>5</u>	<u>5</u>
Total Customers (Avg)	21,941	22,144	22,162

The 10 largest customers of the electric system for Fiscal Year 2024 according to usage and revenues are shown in Table 3.

Table 3
Largest Customers (Electric)

<u>Customer</u>	<u>Revenues</u>		<u>Volume</u>	
	<u>Revenues</u>	<u>% of Total</u>	<u>Usage (kWh)</u>	<u>% of Total</u>
National Standard	\$2,303,145	4.18%	25,564,800	5.86%
ASCO	1,389,970	2.52%	13,910,400	3.19%
Stillwater Medical Center	881,368	1.60%	9,183,900	2.11%
Stillwater Mill	632,710	1.15%	6,260,400	1.44%
Walmart-Perkins	404,185	0.73%	4,126,500	0.95%
Walmart-6th	391,055	0.71%	4,011,000	0.92%
Stillwater Designs	333,992	0.61%	2,989,850	0.69%
Stillwater Ranch Holdings	297,996	0.54%	2,928,000	0.67%
Ryan Cannabis Farm	246,611	0.45%	2,305,000	0.53%
HAC, Inc.	<u>198,567</u>	<u>0.36%</u>	<u>2,048,100</u>	<u>0.47%</u>
Total	\$7,079,599	12.85%	73,327,950	16.83%

The Water System

The City water system can be served by two separate water treatment plants. The City operates an 18 million gallons per day (“mgd”) plant that was expanded from 12 mgd as part of an \$8.5 million water treatment plant improvement project completed in the summer of 2001. The plant receives its water through a 36 inch water transmission line that runs 44 miles from the U.S. Corps of Engineers Lake near Ponca City, Oklahoma, the Kaw Reservoir to the City water treatment plant north of the City. A second plant, operated by OSU, serves as a back up to the City plant and supplies water for the OSU facilities. The OSU

plant is capable of producing 12 mgd, and is supplied from two surface reservoirs. The service area of the water system includes all areas within the current City limits and much of the contiguous area.

In addition, three rural water districts and one water association serving areas outside the City limits depend on the City for treated water supply. Currently, the City owns and maintains more than 500 miles of water distribution lines. The water system serves approximately 18,377 customers with average usage of 5.2 mgd in 2024.

Water Rates. Customers are billed a meter service charge each month and a volumetric charge based on usage. The meter service charge reflects the demand capacity of the water meter size. The volumetric charge is per 1,000 gallons usage. Table 4 represents the Water System current rate charges.

Table 4
Water Rates
(effective 07/01/24)

Meter Service Charge	
¾ inch	\$ 9.01
1 inch	\$ 18.25
1-½ inches	\$ 37.22
2 inches	\$ 55.23
3 inches	\$107.42
4 inches	\$170.25
6 inches	\$330.06
Volumetric Rate per 1,000 Gallons	
¾ inch meter	\$9.01: up to 5,000 gallons \$9.45: 5,000 – 12,000 gallons \$10.54: greater than 12,000 gallons
1 inch meter	\$9.01: up to 15,000 gallons \$9.45: 15,000 – 33,000 gallons \$10.54: greater than 33,000 gallons
1-½ inches or larger meter	\$9.19

Table 5 represents the billed water revenues, usage and customers for the City over the last three fiscal years.

Table 5
Historical Revenues, Usage and Customers (Water)

	2022	2023	2024
Billed Revenues (\$)	\$ 14,183,324	\$ 15,672,147	\$ 15,562,578
Usage (gallons)	1,806,643,328	1,959,921,000	1,907,170,240
Customers (avg.)	18,015	18,247	18,377

The 10 largest customers of the water system for Fiscal Year 2024 according to revenues and usage and revenues are shown in Table 6.

Table 6
Largest Customers (Water)

<u>Customer</u>	<u>Revenues</u>		<u>Volume</u>	
	<u>Revenues</u>	<u>% of Total</u>	<u>Usage (gallons)</u>	<u>% of Total</u>
National Standard	\$ 638,736	4.10%	82,161,600	4.31%
Fifty-One East Water	364,721	2.34%	119,046,700	6.24%
Payne County Rural Water	276,153	1.77%	84,917,000	4.45%
Lone Chimney Water	238,182	1.53%	61,569,300	3.23%
Remington Ranch	88,343	0.57%	10,050,100	0.53%
Meridian Technology Center	70,362	0.45%	8,859,600	0.46%
C-Star Investment	68,031	0.44%	8,925,300	0.47%
Stillwater Medical Center	66,177	0.43%	8,240,100	0.43%
Noble County RWD #2	60,650	0.39%	16,617,200	0.87%
One on 4 th Apartments	55,054	0.35%	6,740,700	0.35%
Total	<u>\$1,926,409</u>	<u>12.37%</u>	<u>407,127,600</u>	<u>21.34%</u>

The Authority serves three rural water districts and one water association within the area with treated water. Payne County Rural Water District Number Three, Fifty-One East Water, Inc., Noble County Rural Water District Number Two and Lone Chimney Water Association contract to buy water from the Authority at a current cost of \$4.57, \$4.57, \$4.30 and \$4.30, per 1,000 gallons, respectively. The Authority also provides raw water to the Otoe-Missouria Tribe and the Town of Morrison on an as needed basis at a current cost of \$0.82 per 1,000 gallons.

The Sewer System

The City sewer system consists of approximately 250 miles of collection lines, two miles of force mains and 16 sewage lift stations. The existing wastewater treatment facility was constructed in 1962 and consisted of two primary clarifiers and two final clarifiers. The facility was improved in 1977 with the addition of a synthetic media-trickling filter (also called biotowers), and the conversion of the existing intermediate clarifier to a primary clarifier, the addition of a third final clarifier, and the addition of an ultraviolet disinfecting system. In 1995, a new head-works and lift-station were added to the treatment facility. A plant upgrade and improvement project began in December 2001 and was completed in 2005. Improvements included modifications to the equalization basin effluent structure, primary clarifiers and an administration building. New facilities constructed included one new primary clarifier, miscellaneous new junction/diversion/splitter boxes, a new primary sludge pump station, four new aeration basins, a new blower building, two new secondary clarifiers, a new RAS/WAS pump station, a new UV disinfection facility and a new effluent flow measurement and reaeration structure. The current wastewater treatment plant capacity is permitted at 10 mgd. Approximately 15,418 customers are served by the City's sewer system.

Sewer Rates. All customers, except industrial consumers, are billed using the Winter Average formula, unless the customer elects to have sewer charges calculated according to actual monthly water consumption, or unless the customer was not in service during all four immediately preceding months of December, January, February, and March or it does not appear to be to their benefit to be on average sewer. Winter Averages and the associated charges for each account are calculated in April of each year and remain

in effect until April of the following year, or until the account is terminated, whichever comes first. Table 7 represents the Sewer System rate charges.

Table 7
Sewer Rates
(effective 07/01/24)

Inside City Limits			Outside City Limits		
Meter Service Charge	¾ inch	\$ 9.60	Meter Service Charge	¾ inch	\$ 14.40
	1 inch	\$ 17.00		1 inch	\$ 25.50
	1-½ inches	\$ 34.02		1-½ inches	\$ 51.03
	2 inches	\$ 54.42		2 inches	\$ 81.63
	3 inches	\$102.04		3 inches	\$153.06
	4 inches	\$170.06		4 inches	\$255.09
	6 inches	\$340.13		6 inches	\$510.20
Plus additional usage charge of \$3.90 per 1,000 gallons			Plus additional usage charge of \$5.85 per 1,000 gallons		

Table 8 represents the billed sewer revenues and number of sewer customers served by the Authority over the last three years.

Table 8
Historical Revenues and Customers (Sewer)

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Billed Revenues (\$)	\$7,099,601	\$7,522,275	\$7,803,910
Customers (Avg.)	15,091	15,301	15,418

**Water and Wastewater Cost of Service and Rate Design
Study for the Water and Wastewater Divisions of the
Stillwater Utilities Authority**

From Spring 2019 through Spring 2022, water and wastewater utility rate adjustments were on hold. Initially, the rate adjustments were suspended pending completion of cost service studies for each utility, but the suspension was continued due to the economic hardships initiated by the world-wide health crisis caused by the coronavirus pandemic in 2020.

On April 18, 2022, Resolution SUA-2022-5 was adopted by the Authority Trustees providing for an annual increase to water and wastewater rates in an amount equal to 3% or the most recent annual consumer price index for the south urban region as determined by the U.S. Bureau of Labor Statistics, whichever is less. The rate increase for water and wastewater rates is effective July 1 of each year. During fiscal year 2023, a 3% rate increase was effective July 1, 2022, for the water and wastewater utilities.

Updated cost of service studies for the water and wastewater utilities have been completed and were presented to the Authority Trustees in September and October 2023. On November 6, 2023, rate increases for water, and wastewater utilities were approved by the City Council and the Authority Trustees effective January 1, 2024, with continued rate increases based on the 5-year recommendations from the studies.

The Solid Waste Management System

The City’s solid waste management system consists of weekly residential curbside solid waste and recycling collection for approximately 14,579 single-family homes, residential dumpster service for approximately 3,562 multi-family households, and commercial dumpster service for approximately 1,268 commercial businesses.

Residential solid waste is collected weekly in curbside carts. Residents can choose from different cart combinations ranging from 35 to 192 gallons of capacity. Designed as a pay-as-you-throw program, citizens can match their disposal capacity to the specific needs for their household. The City’s solid waste management system includes optional residential services such as single-stream recycling collection, green waste collection, glass collection, pay-as-you-throw bag program, bulk item collection, and recycling center access. Solid waste dumpster services are available to residential multi-family households who also have access to the recycling center. Commercial solid waste services are offered to any business in Stillwater and the surrounding area. Commercial customers can choose from 2-yard or 4-yard dumpsters serviced up to six collections weekly.

Based on FY2024 data, the total amount of solid waste recovered and disposed of by the City was approximately 22,893 tons. Of that, 1,163 tons were comprised of green-waste materials, and approximately 1,901 tons of recyclable materials were collected. Table 9 represents the solid waste system rate charges.

Table 9
Solid Waste Rates
(effective 01/01/23)

Inside City Limits			Outside City Limits		
Residential Cart	96-gal cart	\$ 21.20	Residential Cart	96-gal cart	\$ 38.19
	64-gal cart	\$ 18.56		64-gal cart	\$ 35.54
Commercial Dumpster	2 yd X 1	\$ 42.97	Commercial Dumpster	2 yd X 1	\$ 47.27
	2 yd X 6	\$257.97		2 yd X 6	\$283.77
	4 yd X 1	\$ 85.94		4 yd X 1	\$ 94.53
	4 yd X 6	\$515.91		4 yd X 6	\$567.50

Table 10 represents the billed solid waste revenues and number of solid waste customers served by the Authority over the last three years.

Table 10
Historical Revenues and Customers (Solid Waste)

	2022	2023	2024
Billed Revenues (\$)	\$5,795,688	\$5,982,535	\$6,183,703
Customers (Avg.)	19,635	19,735	19,939

Solid Waste Cost of Service and Rate Design Study for the Waste Management Divisions of the Stillwater Utilities Authority

In February 2019, the Authority Trustees approved entering into a consulting contract to conduct a solid waste assessment and management study. Due to issues with recycling markets at the time, staff instructed the consulting firm to review the recycling program and prepare options for the Authority

Trustees. In June 2019, the Authority Trustees approved an amendment to the consulting contract to include recycling task force meeting, solid waste cost of service, and rate design.

In December 2020, Resolution SUA-2020-8 was adopted by the Authority Trustees to revise the rate structures for solid waste collections. Based on the recommendation from the consulting firm's solid waste cost of service and rate design, solid waste rates would increase on January 1, 2021, and January 1, 2023.

At the conclusion of the initial solid waste cost of service and rate design study in 2020, the Authority Trustees requested a study to be done every five years. In August of 2024, the Authority Trustees approved entering into a consulting contract to conclude with recommendations on practical and cost-effective waste management solutions, a cost-of-service analysis, and rate design. The study is currently ongoing.

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HISTORICAL AND PROJECTED FINANCIAL INFORMATION

Historical Results of Operations

The Authority’s financial results for Fiscal Years 2021 through 2024 are presented in Table 11 below.

Table 11
Historical Financial Performance

	Fiscal Years Ending June 30			
	2021	2022	2023	2024
Operating Revenues	\$ 94,254,430	\$ 93,689,888	\$ 99,529,041	\$ 95,620,803
Operating Expenses	(65,807,956)	(72,362,240)	(69,426,285)	(65,463,067)
Net Operating Revenues†	<u>\$ 28,446,474</u>	<u>\$ 21,327,648</u>	<u>\$ 30,102,756</u>	<u>\$ 30,157,736</u>
Other Revenue\Expense):				
Other	(541,424)	(165,410)	-	-
Investment Income\Loss)	468,763	(566,593)	3,073,127	6,163,138
Sales Tax Revenue [1% Sales Tax]	8,480,610	9,636,753	9,979,678	10,038,770
Net Revenues Available for Debt Service	<u>\$ 36,854,423</u>	<u>\$ 30,232,398</u>	<u>\$ 43,155,561</u>	<u>\$ 46,359,644</u>
Debt Service Payments				
Senior Lien Debt [Outstanding Bonds]	4,099,600	4,095,850	4,098,350	4,100,300
Subordinate Lien Debt [OWRB Notes]	3,721,512	3,696,598	3,455,915	3,383,200
Total Debt Service Payments	<u>\$ 7,821,112</u>	<u>\$ 7,792,448</u>	<u>\$ 7,554,265</u>	<u>\$ 7,483,500</u>
Senior Lien Debt Service Coverage [w/Sales Tax]	8.99	7.38	10.53	11.31
Total Debt Service Coverage	4.71	3.88	5.71	6.19
Net Revenues After Debt Service	\$ 29,033,311	\$ 22,439,950	\$ 35,601,296	\$ 38,876,144
Transfers Out to General Fund [Surplus Funds]††	(13,699,154)	(14,247,038)	(14,541,758)	(14,604,829)
Net Income	<u><u>\$ 15,334,157</u></u>	<u><u>\$ 8,192,912</u></u>	<u><u>\$ 21,059,538</u></u>	<u><u>\$ 24,271,315</u></u>

† Net Operating Revenues derived from the operation of the electric, water, sanitary sewer and solid waste management systems pledged as security for the bonds then outstanding under the Indenture, including subordinate lien loans payable to the Oklahoma Water Resources Board described under “OTHER INDEBTEDNESS OF THE AUTHORITY—Subordinate Indebtedness Payable to Oklahoma Water Resources Board”.

†† Monthly transfers of surplus amounts in the Utility Revenue Fund. See “SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE—Collection and Disposition of Revenues” in Appendix D hereto.

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Projected Financial Performance

Table 12 represents the projected financial performance of the Authority for the current and next three fiscal years, including projected debt service requirements on the 2025A Bonds which are preliminary and subject to change. The projections presented herein are only forecasts, reflecting the best currently available estimates and judgments of the Authority administration and may or may not materialize as indicated. This information is not fact and should not be relied upon as necessarily indicative of future financial results, and readers of this Official Statement are cautioned not to place undue reliance on the projected financial information.

Table 12
Projected Financial Performance

	Fiscal Years Ending June 30			
	2025	2026	2027	2028
Operating Revenues	\$ 98,135,299	\$ 100,951,535	\$ 104,105,720	\$ 107,638,406
Operating Expenses	<u>(67,426,959)</u>	<u>(69,449,768)</u>	<u>(71,533,261)</u>	<u>(73,679,259)</u>
Net Operating Revenues [†]	\$ 30,708,340	\$ 31,501,768	\$ 32,572,459	\$ 33,959,147
Other Revenue\Expense:				
Other	-	-	-	-
Investment Income\Loss	5,500,000	4,500,000	3,500,000	2,500,000
Sales Tax Revenue [1% Sales Tax]	<u>10,038,770</u>	<u>10,139,158</u>	<u>10,240,549</u>	<u>10,342,955</u>
Net Revenues Available for Debt Service	\$ 46,247,110	\$ 46,140,925	\$ 46,313,008	\$ 46,802,102
Debt Service Payments				
Senior Lien Debt [2025A Bonds]	4,135,687	3,845,683	3,844,375	3,843,000
Subordinate Lien Debt [OWRB Notes]	<u>3,810,682</u>	<u>4,510,772</u>	<u>5,674,866</u>	<u>5,523,095</u>
Total Debt Service Payments	\$ 7,946,369	\$ 8,356,455	\$ 9,519,241	\$ 9,366,095
Senior Lien Debt Service Coverage [w/Sales Tax]	11.18	12.00	12.05	12.18
Total Debt Service Coverage	5.82	5.52	4.87	5.00
Net Revenues After Debt Service	\$ 38,300,741	\$ 37,784,470	\$ 36,793,767	\$ 37,436,007
Transfers Out to General Fund [Surplus Funds] ^{††}	<u>(15,042,974)</u>	<u>(15,494,263)</u>	<u>(15,959,091)</u>	<u>(16,437,864)</u>
Net Income	<u>\$ 23,257,767</u>	<u>\$ 22,290,207</u>	<u>\$ 20,834,676</u>	<u>\$ 20,998,143</u>

[†] Net Operating Revenues derived from the operation of the electric, water, sanitary sewer and solid waste management systems pledged as security for the Bonds to be outstanding under the Indenture, including the 2025A Bonds for which figures include an assumed interest rate and are preliminary and subject to change, and the existing subordinate lien loans payable to the Oklahoma Water Resources Board described under “OTHER INDEBTEDNESS OF THE AUTHORITY—Subordinate Indebtedness Payable to Oklahoma Water Resources Board.” For assumptions regarding such additional Subordinated Indebtedness, see “THE SYSTEM” herein.

^{††} Monthly transfers of surplus amounts in the Utility Revenue Fund. See “SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE—Collection and Disposition of Revenues” in Appendix D hereto.

OTHER INDEBTEDNESS OF THE AUTHORITY

Subordinate Indebtedness Payable to Oklahoma Water Resources Board. The Authority currently has five outstanding long term obligations held by the Oklahoma Water Resources Board (the “OWRB”).

Description/Title	Interest Rate and/or Admin Fee	Loan Maturity	Remaining Average Annual Debt Service	Original Par Amount	Current Outstanding
Clean Water SRF Loan to OWRB, dated 6/29/2005	3.10%	3/15/2025	\$ 246,793	\$ 7,620,000	\$ 246,793
Drinking Water SRF Loan to OWRB, dated 11/24/2009	3.34%	9/15/2032	\$ 620,877	\$11,645,000	\$ 4,261,229
Clean Water SRF Loan to OWRB, dated 11/24/2009	2.84%	9/15/2030	\$ 79,585	\$ 1,875,000	\$ 443,969
Drinking Water SRF Loan to OWRB, dated 6/27/2016	2.32%	9/15/2046	\$1,296,369	\$29,900,000	\$22,163,156
Drinking Water SRF Loan to OWRB, dated 9/22/2017*	2.68%	9/15/2048	\$ 557,886	\$12,600,000	\$10,080,000
Clean Water SRF Loan to OWRB, dated 1/10/2023*	2.93%	3/15/2054	\$ 455,842	\$10,500,000	\$ 9,341,667
Drinking Water SRF Loan to OWRB, dated 12/19/2023*	3.42%	3/15/2056	\$1,825,860	\$37,000,000	\$37,000,000

*Loan is currently being drawn down. Debt service is projected based on loan being fully drawn.

The Authority is currently considering application to the OWRB for an additional loan in the approximate amount of \$39 million. Such loan is contingent upon receipt of a Building Resilient Infrastructure and Communities (“BRIC”) grant through FEMA and is subject to review and approval of the OWRB upon application. Accordingly, the Authority cannot predict whether or when such loan will be undertaken. Such loan, if approved, would be secured on a subordinate lien basis by the Net Revenues Available for Debt Service.

RISKS OF BONDHOLDERS

The following is a discussion of certain risks that could affect payments to be made with respect to the 2025A Bonds. Investors purchasing the 2025A Bonds assume a certain degree of risk in so doing. The following risk factors, among others, should be considered before making any such purchase. The following discussion is not intended to be an exhaustive list of the risks associated with the purchase of any 2025A Bonds and does not necessarily reflect the relative importance of the various risks and should be read in conjunction with all other parts of this Official Statement. Prospective purchasers of the 2025A Bonds should carefully analyze the information contained in this Official Statement, including Appendices hereto.

Special Obligation

All Bonds and the interest thereon do not constitute an indebtedness, liability, general or moral obligation or a loan of the full faith and credit of, or a charge against, the City or the State. No owner of any Bond shall have the right to compel any exercise of the taxing power of the City or the State to pay the Bonds or the interest thereon. THE AUTHORITY HAS NO TAXING POWER. Neither the Authority, the City, the State nor any political subdivision thereof, shall be obligated to pay the principal of the Bonds or interest thereon or other costs incidental thereto, except from the revenues and other amounts pledged thereto.

All Bonds, including the 2025A Bonds and any Additional Bonds issued under the Indenture on a parity therewith, will constitute limited and special obligations of the Authority payable solely from and secured by a pledge of a trust estate (the “Trust Estate”) which consists of: (a) the Gross Revenues of the System; (b) the interest of the Authority in and to the Sales Tax Agreement; (c) the interest of the Authority in and to the Lease Agreement; (d) all right, title and interest of the Authority in and to the System; (e) all proceeds from the sale of the Bonds; and (f) all funds and accounts established by the Indenture, less the

prior payment of the Operation and Maintenance Expenses. No mortgage secures the Bonds. The payment of the Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the Authority, except the Gross Revenues and appropriated Sales Tax Revenues, less the prior payment of the Operation and Maintenance Expenses, and amounts in the Reserve Account. See “SECURITY FOR THE BONDS” herein and “DEFINITIONS AND SUMMARY OF DOCUMENTS – Summary of Certain Provisions of the General Bond Indenture – *Collection and Disposition of Revenues*” in Appendix D hereto.

Limited Enforcement Rights and Security for the Bonds

Enforcement of remedies under the Indenture may be limited or restricted by federal and State laws relating to bankruptcy, fraudulent conveyances, and rights of creditors and by application of general principles of equity applicable to the availability of specific performance, and may be substantially delayed in the event of litigation or statutory remedy procedures. The various legal opinions to be delivered concurrently with the delivery of the 2025A Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings and decisions affecting remedies, and by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors.

Financial Information

There can be no assurance that the financial results achieved by the Authority in the future will be similar to historical results. Such future results will vary from historical results and actual variations may be material. Therefore, the historical operating results of the Authority cannot be taken as a representation that the Authority will be able to generate sufficient revenues in the future to make payments under the Indenture sufficient for the full and timely payment of the principal of, premium, if any, and interest on the Bonds.

Factors Related to the Electric Utility Industry

The electric utility industry in general has been, and in the future may be, affected by a number of factors which could impact upon the financial condition and competitiveness of many electric utilities and the level of utilization of generating facilities, such as those of the Authority. See the discussion under “CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY” herein.

Federal Tax Status of the 2025A Bonds

The Internal Revenue Code of 1986, as amended, imposes a number of requirements that must be satisfied for interest on state and local obligations, such as the 2025A Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds, limitations on the investment earnings of bond proceeds prior to expenditure, a requirement that the Authority file an information report with the Internal Revenue Service (“IRS”) and a requirement that all rebate payments, if any, are timely paid to the IRS. The Authority has covenanted in certain of the documents referred to herein that it will comply with such requirements. Future failure by the Authority to comply with any of these covenants may result in the interest on the 2025A Bonds being taxable, retroactively to the date of issuance. See “TAX MATTERS” herein.

Extraordinary Mandatory Redemption of 2025A Bonds to Maintain Federal Tax Exemption

The 2025A Bonds shall be subject to mandatory redemption prior to maturity in whole or in part, on any date, at a redemption price equal to par, plus accrued interest to the redemption date, if required

pursuant to the Tax Certificate to maintain the tax-exempt status of the 2025A Bonds. See “THE 2025A BONDS—Redemption Provisions—*Extraordinary Mandatory Redemption of 2025A Bonds*” herein.

The Authority has covenanted in the Indenture that it (i) will take, or use its best efforts to require to be taken, all actions required of it for the interest on the 2025A Bonds to be and remain not included in gross income for federal income tax purposes and (ii) will not take or authorize to be taken any actions within its control that would adversely affect that status under the provisions of the Code. The Authority is, however, selling all of the output from the project funded with proceeds of the Prior Bonds Being Refunded to GRDA, and GRDA has not covenanted that it will not take any action or omit to take any action that could adversely affect the exclusion from gross income of interest on the 2025A Bonds. As a result, if an action is taken by GRDA or otherwise that would cause interest on the 2025A Bonds to be included in gross income for federal income tax purposes, the Authority may be required to call all or a portion of the 2025A Bonds within six (6) months of that action in order to maintain the exclusion from gross income of interest on the 2025A Bonds. No assurance can be given that a redemption of all or a portion of the 2025A Bonds will not become necessary in order to maintain the exclusion from gross income of interest on the 2025A Bonds.

Secondary Market

There is no guarantee that a secondary trading market will develop for the 2025A Bonds. Consequently, prospective bond purchasers should be prepared to hold their 2025A Bonds to maturity or prior redemption. Subject to applicable securities laws and prevailing market conditions, the Underwriters intend but are not obligated to make a market in the 2025A Bonds.

Book-Entry

Persons who purchase 2025A Bonds through broker dealers become creditors of the broker dealer with respect to the 2025A Bonds. Records of the investors’ holdings are maintained only by the broker dealer and the investor. In the event of the insolvency of the broker dealer, the investor would be required to look to the broker dealer’s estate, and to any insurance maintained by the broker dealer, to make good the investor’s loss. None of the Authority, the Trustee or the Underwriters are responsible for failures to act by, or insolvencies of, the Securities Depository or any broker dealer.

Change to the System

Any reduction in the demand for the services of the System, any negative economic changes in the service area of the Authority, any substantial increases in the costs of operating and maintaining the System, any new technology which could render the services of the System obsolete and unneeded, and any other similar changes could have negative impact on the ability of the Authority to pay the debt service requirements on the Bonds and to fund the other above mentioned requirements. If the Authority shall be unable in the future to raise rates, fees and charges for services of the System, or cause such to be raised, the Authority may be unable to generate sufficient revenues to provide the moneys described above.

Sales Tax Revenue

Since the Oklahoma Constitution allows only for a pledge of the funds derived from the collection of a sales tax on a year-to-year basis, the Sales Tax Revenue shall be committed to the Authority on a year-to-year basis, subject to the annual appropriation of such moneys by the City. The Sales Tax Agreement is renewed by the City for additional one year periods on July 1 of each year until the principal of and interest on all Bonds have been paid unless the City takes affirmative action to eliminate such pledge or the voters

of the City rescind the right to levy and collect such tax at an election held for such purpose. A majority of the registered voters of the City may revoke the right to levy and collect such tax at an election held for such purpose.

If a majority of the registered voters rescind the right of the City to levy and collect the Sales Tax Revenue, the Authority could be unable to pay the debt service requirements of the Bonds. The right of the City to levy and collect the Sales Tax Revenue is provided in the statutes of the State. The legislature has the ability to rescind the right of the City to levy and collect the Sales Tax Revenue. If the Authority should not receive the Sales Tax Revenue or if such collections should decline due to economic conditions, it could inhibit the ability of the Authority to pay the debt service requirements of the Bonds.

The amount, levy and collection of Sales Tax Revenue depend upon the sale of covered goods and services within the jurisdiction of the City and is, therefore, dependent upon the general economy of the City. The Oklahoma Legislature has the ability to modify the definition of covered goods and services. Any reductions in the definition of covered goods and services could have a negative impact on the ability of the Authority to pay debt service with respect to the Bonds.

Non-Appropriation of Sales Tax Revenues

In the event of non-appropriation of the Sales Tax Revenues by the City, the Authority would be required to pay Debt Service on the Bonds from Gross Revenues of the System.

Maintenance of Rating

There is no assurance that the rating assigned to the 2025A Bonds will not be lowered or withdrawn at any time, the effect of which could adversely affect market price for and marketability of the 2025A Bonds. See the information contained herein under the caption "RATINGS." Bond rating organizations have come under scrutiny by legislators, regulators and investors. Future changes in bond rating criteria or procedures that result in different ratings of the 2025A Bonds could have a material adverse effect on the value and marketability of the 2025A Bonds.

Redemption Prior to Maturity

The rights of the registered owners of the 2025A Bonds to receive interest will terminate on the date, if any, on which any such 2025A Bonds are to be redeemed pursuant to a call for redemption, notice of which has been given under the terms of the Indenture. Investors purchasing 2025A Bonds at a discount or a premium should consult with their tax advisors regarding the effects of any such redemption.

Broker-Dealer Risks

Persons who purchase 2025A Bonds through a broker-dealer become creditors of the broker-dealer with respect to the 2025A Bonds. Records of the investors' holdings are maintained only by the broker-dealer and the investor. In the event of the insolvency of the broker-dealer, the investor would be required to look to the broker-dealer's estate, and to any insurance maintained by the broker-dealer, to make good the investor's loss. The Authority and the Trustee are not responsible for failures to act by, or insolvencies of, the Securities Depository or any broker-dealer.

Additional Bonds

Under the Indenture, the Authority is permitted to incur other debt payable on a parity with the lien of the 2025A Bonds. See "SECURITY FOR THE BONDS – Additional Bonds" herein. Debt service on all

parity bonds of the Authority will be payable from Gross Revenues and Sales Tax Revenues, less prior payment of the Operation and Maintenance Expenses. Accordingly, to the extent future obligations are issued on parity with the lien of the 2025A Bonds, the security of the 2025A Bonds may be diluted.

Cyber Security Risks

Cybersecurity threats continue to become more sophisticated and are increasingly capable of impacting the availability, integrity and confidentiality of the Authority's facilities and systems, including critical control systems. The Authority operates a variety of information management systems, including customer, employee and financial information systems. Computer networks and data transmission and collection are vital to the operations of the City and Authority. Despite security measures, information technology and infrastructure of the City and Authority may be subject to attacks by outside or internal hackers, or breached by employee error, negligence or malfeasance. Any such breach or attack could compromise systems and the information stored thereon. Any such disruption or other loss of information could result in a disruption in the operations of the City and Authority. To mitigate risks related to cybersecurity threats, the City and Authority have a full-time staff member dedicated to cybersecurity monitoring and mitigation, documented guidelines to address cybersecurity risk and a Disaster Recovery Master Plan.

Summary

The foregoing is intended only as a non-exclusive summary of certain risk factors attendant to an investment in the 2025A Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement and the Appendices hereto.

GLOBAL RISKS

Certain external events, such as pandemics, natural disasters, severe weather, riots, acts of war or terrorism, technological emergencies, or other circumstances, could potentially disrupt the operations and effectiveness of municipal governments, such as the Authority.

CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

General

The electric utility industry in general has been, and in the future may be, affected by a number of factors which could impact upon the financial condition and competitiveness of many electric utilities and the level of utilization of generating facilities, such as those of the Authority. One of the most significant of these factors is the efforts on national and local levels to restructure the electric utility industry from a heavily regulated monopoly to an industry in which there is open competition for power supply service on both the wholesale and retail level. In addition, such factors include, among others, (a) effects of compliance with rapidly changing environmental, safety, licensing, regulatory and legislative requirements, (b) changes resulting from conservation and demand-side management programs on the timing and use of electric energy, (c) changes that might result from a national energy policy, (d) increasing competition from independent power producers and marketers and brokers and other electric utilities (including increased competition resulting from mergers, acquisitions and "strategic alliances" of competing utilities and of natural gas utilities and from competitors transmitting less expensive electricity from much greater distances over an interconnected system) and new methods of, and new facilities for, producing low-cost electricity, (e) "self generation" or "distributed generation" (such as microturbines and fuel cells) by certain industrial and commercial customers and others, (f) issues relating to the ability to issue tax exempt

obligations, (g) service restrictions on the ability to sell to nongovernmental entities electricity from generation projects financed with outstanding tax exempt obligations, (h) changes from projected future load requirements, (i) increases in costs and the effects of inflation, (j) shifts in the availability and relative costs of different fuels, (k) sudden and dramatic increases in price of energy purchased on the open market that may occur in times of high peak demand in an area of the country experiencing such high peak demand, (l) effects of changes in the economy, (m) effects of possible manipulation of the electric markets, and (n) natural disasters or other physical calamities, including, but not limited to, tornadoes and earthquakes. Any of these factors (as well as other factors) could have an adverse effect on the financial condition of any given electric utility and likely will affect individual utilities in different ways.

As discussed under “THE SYSTEM—The Electric System—*Arrangements with GRDA*” herein, GRDA will purchase all power and energy generated by the Authority and will act as the market participant in the SPP Integrated Marketplace and will schedule and dispatch the Authority’s generation resources and interact with the SPP on the Authority’s behalf. Accordingly, the various factors and regulatory matters discussed under this caption may apply to the operations of the Authority and/or GRDA.

The Authority cannot determine with certainty what effects the factors described above will have on its or GRDA’s business operations and financial condition, but the effects could be significant. The following is a brief discussion of some of these factors. However, this discussion does not purport to be comprehensive or definitive, and these matters are subject to change subsequent to the date hereof. In addition, the Authority recognizes the significant uncertainty surrounding environmental regulatory policy. The Authority cannot predict the likelihood of any regulatory change, the likelihood of any challenge to such change, or the effect any such change would have on its business operations or financial condition. The following is a brief discussion of some of these factors. This discussion does not purport to be comprehensive or definitive, and these matters are subject to change subsequent to the date hereof.

Extensive information on the electric utility industry is, and will be, available from sources in the public domain, and potential purchasers of the securities of the Authority should obtain and review such information.

Environmental

Electric utilities are subject to continuing environmental regulation. Federal, state and local standards and procedures which regulate the environmental impact of electric utilities are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that the Authority will remain subject to the regulations currently in effect, will always be in compliance with future regulations without possibly having to provide significant upgrades or will always be able to obtain all required operating permits in a timely manner. An inability to comply with environmental standards could result in reduced operating levels or the complete shutdown of individual electric generating units not in compliance.

Climate change and greenhouse gas management is a growing local, state and federal concern. The enactment of renewable portfolio standards and carbon constraint regulations is being considered in various jurisdictions. The United States Environmental Protection Agency (the “EPA”) has made a determination that greenhouse gases pose a danger to the public health and the environment. This clears the way for the EPA to promulgate rules governing the release of greenhouse gases. The EPA already has begun issuing draft versions of regulations that will regulate greenhouse gases.

The Authority cannot predict at this time whether any additional legislation or rules will be enacted which will affect the operations of the Authority, and if such laws or rules are enacted, what the costs to the Authority might be in the future because of such action.

Greenhouse Gas Standards and Guidelines for Fossil Fuel-Fired Power Plants

On May 23, 2023, the EPA published new CO₂ regulations for electric generation facilities which utilize natural gas, coal, or oil. These proposed rules repealed the Affordable Clean Energy Rule promulgated under the Trump Administration, which in-turn sought to replace the Clean Power Plan established under the Obama Administration. The proposed regulations would require varying compliance obligations depending on fuel type, capacity factor, and remaining life of the specific generating unit. Coal plants scheduled to operate beyond 2040 would require 90% carbon capture and sequestration by 2030. Carbon sequestration is also required for certain large, baseload natural gas plants. Co-firing with natural gas is an option for certain coal plants and co-firing with green hydrogen would be an option for certain natural gas plants. The proposed regulations provided for a 60-day comment period following publication in the Federal Register. The Authority was among the interested parties that commented on these proposed regulations.

On April 24, 2024, EPA released the Final Rule. There were many substantive changes from the proposed rule to the final rule. The final rule removed any requirements for existing natural gas turbines and removed requirements for hydrogen co-firing. Coal plants that retire prior to 2032 will not be impacted.

Federal Energy Policy Act of 1992

The Energy Policy Act of 1992 (the “Energy Policy Act”) made fundamental changes in the Federal regulation of the electric utility industry, particularly in the area of transmission access. The purpose of these changes, in part, was to bring about increased competition in the wholesale electric power supply market. These changes have increased, and will continue to increase, competition in the electric utility industry. The Authority cannot predict what further effects such increased competition will have on the electric utility industry. The authority for regulation of retail wheeling, which allows a retail customer located in one utility’s service area to obtain power from another utility or from non-utility sources, is specifically excluded from the enhanced authority granted to the Federal Energy Regulatory Commission (“FERC”) under the Energy Policy Act. Many believe that this leaves authority for regulation of retail wheeling with the state legislative and regulatory bodies, which, in several states, have acted on or are now acting on requests for this service. One effect of this is that utilities with low-cost power are better able to compete for new and existing loads.

FERC Regulatory Activity

FERC has issued certain rules to effectuate the transmission access provisions of the Energy Policy Act. Order No. 888 (i) requires all FERC-regulated utilities to offer non-discriminatory, open-access transmission services to entities seeking to effect wholesale power transactions, under terms and conditions that are comparable to the services that they provide to themselves, and (ii) requires non-FERC regulated utilities (including municipal and consumer-owned utilities) that purchase transmission services from a FERC-regulated utility to provide, in turn, non-discriminatory, open-access transmission services back to such FERC-regulated utility under terms and conditions that are comparable to the services that they provide to themselves. Order No. 889 (i) implements standards of conduct to ensure that utilities that offer open-access transmission services and their affiliates do not have an unfair competitive advantage in using transmission to sell power and (ii) requires those utilities to share electronically (via the internet) important information regarding the pricing and availability of transmission services. Order No. 890, as modified and expanded by Order No. 1000, contains provisions requiring public utilities to adopt a transparent, regional transmission planning process that includes all interested stakeholders as well as coordination with neighboring, interconnected regions.

Energy Policy Act of 2005

The Energy Policy Act of 2005 established a new Section 211A in the Federal Power Act (“FPA”) which gives FERC new jurisdiction over unregulated transmitting utilities. The Authority is defined as an unregulated transmitting utility under Section 211A. In its Order 890 issued in February 2007 and 890A, Order on Rehearing issued in December 2007, FERC stated that it does not intend to propose a generic rule at this time to implement Section 211A. Rather, FERC will apply Section 211A on a case by case basis in response to complaints brought to FERC. FERC stated it will maintain the same reciprocity provisions for nonpublic utility transmission providers, like the Authority, that it first established in Order 888.

Section 211A gives FERC the authority to order an unregulated transmitting utility to provide transmission services at rates and on terms and conditions that are comparable to those under which the unregulated transmitting utility provides service to itself and that are not unduly discriminatory and preferential. Section 211A makes the rate changing procedures applicable to public utilities under subsections (c) and (d) of Section 205 of the FPA applicable to the unregulated transmitting utilities. FERC can remand transmission rates to the unregulated transmitting utility for review and revisions if necessary to meet the requirements described above. FERC cannot require the Authority to take action under Section 211A that would violate a private activity bond rule application to the Authority’s indebtedness. Further, nothing in the Energy Policy Act of 2005 authorizes FERC to require the Authority to transfer control or operational control of its transmission facilities to a regional transmission organization or independent transmission system operator.

FERC Order No. 890 implements revisions to FERC’s Open Access Transmission Tariff (“OATT”) and regulations first adopted in its Order Nos. 888 and 889 in 1996 for jurisdictional public utilities. FERC stated in Order No. 890 that it expects unregulated transmission providers like the Authority to participate in the open and transparent regional transmission planning processes described in Order No. 890. The Authority, as a member of SPP, is included in SPP’s transmission expansion plan which satisfies FERC’s Order 890 regional transmission planning requirements.

The Authority is subject to FPA Section 221 which prohibits filing or reporting of false information to a federal agency related to the price of wholesale electricity or transmission capacity. The Authority is also subject to FPA Section 222 which prohibits fraud and market manipulation in the purchase or sale of electric energy or transmission service that is subject to FERC jurisdiction.

FERC certified North American Electric Reliability Corporation (“NERC”) as the nation’s electric reliability organization to develop mandatory reliability standards for all users, owners, and operators of the transmission grid subject to FERC approval. FERC issued a final rule in Order No. 693 which approved certain mandatory electric reliability standards. The standards are mandatory and under FERC’s jurisdiction. The Authority can be subject to a monetary penalty for noncompliance with such standards.

Clean Air Interstate Rule & Cross State Air Pollution Rule

On July 6, 2011, the EPA issued its replacement rule to the previously-vacated Clean Air Interstate Rule (“CAIR”), which the EPA has renamed the Cross State Air Pollution Rule (“CSAPR”). CSAPR, like CAIR, also regulates the emissions of NO_x and sulfur dioxide (“SO₂”) through an annual NO_x and SO₂ emissions program and a seasonal NO_x emission program. CSAPR identified 27 states that are subject to the new rule, including Oklahoma. Oklahoma is responsible for seasonal limits of NO_x from May through September. On April 29, 2014, the U.S. Supreme Court upheld CSAPR, and the CSAPR compliance period began on January 1, 2015. On September 7, 2016, the EPA issued an update to CSAPR (the “CSAPR Update”) which reduces summertime NO_x emissions from May through September from power plants in

22 states, including Oklahoma. The CSAPR Update ozone season NOx program began on May 1, 2017, and largely replaced the original CSAPR ozone season NOx program.

On March 15, 2023, EPA issued its final Ozone Interstate Transport Rule, also known as the “Good Neighbor Plan.” The Final Rule establishes a federal implementation plan (FIP) for reducing NOx emissions from electric generating units that use coal, gas, or oil in 22 upwind states including Oklahoma. The NOx reductions are intended to address non-attainment problems in downwind states in violation of the 2015 ozone standard. This proposal significantly reduced the NOx allowances for coal fired power plants in the upwind states.

On July 27, 2023, the U.S. Court of Appeals for the Tenth Circuit issued a stay of EPA’s final disapproval of Oklahoma’s Good Neighbor state implementation plan which will prevent EPA from enforcing the final Good Neighbor Plan while the stay remains in place.

The Authority is compliant with all State and Federal air permitting.

National Ambient Air Quality Standards

The Clean Air Act requires the EPA to set National Ambient Air Quality Standards (“NAAQS”) for pollutants considered harmful to public health and the environment. There are two types of NAAQS: (1) primary standards that set limits to protect public health, including the health of sensitive populations such as children, asthmatics, and the elderly, and (2) secondary standards that set limits to protect public welfare, including protection against decreased visibility, and damage to animals, crops, and buildings. The EPA has established NAAQS for ozone, carbon monoxide, SO₂, particulate matter, NOx and lead. These six pollutants are commonly referred to as “criteria” air pollutants. The EPA is required by statute to review the standards every five years and if the EPA determines that a state’s air quality is not in compliance with a NAAQS, the state is required to establish plans to reduce emissions to demonstrate attainment with that NAAQS.

The Authority is compliant with all State and Federal air permitting.

New Source Review (“NSR”)

The Clean Air Act requires persons constructing new major air pollution sources or implementing significant modifications to existing air pollution sources to obtain a permit prior to such construction or modifications (a “prevention of significant deterioration” or “PSD” permit). Significant modifications include physical or operational changes that increase the emissions expected from an air pollution source above specified thresholds. In order to obtain a permit for these purposes, the owner or operator of the affected facility must obtain a construction permit under the NSR program. Key elements of the NSR permit process include requirements for the installation of Best Available Control Technology for all regulated air pollutants and an analysis of the ambient air quality impacts of the new emissions from the facility.

On June 2, 2014, the EPA issued the pre-publication version of the proposed rule addressing CO₂ reductions from existing fossil-fueled power plants. The proposed rule gave states significant responsibility for determining how to achieve the reduction targets through the development of a State Implementation Plan. Each state has been given a reduction target to be achieved by 2030 with interim reductions before then. The Oklahoma reduction target for 2030 was 35 percent below 2012 emissions. The State of Oklahoma’s State Implementation Plan was due in June 2016. In April 2015, Governor Mary Fallin issued an Executive Order which prohibited Oklahoma from submitting a State Implementation Plan under this rule.

With the election of President Trump in 2016, the Obama era rules were now in question. In 2019, under the Trump Administration the EPA finalized the repeal of the Obama Clean Power Plan (CPP) and introduced the Affordable Clean Energy (ACE) rule as its replacement. The ACE rule took a different approach, focusing on efficiency improvements at individual power plants rather than broader, system-wide changes. It allowed states to establish emission standards based on the "best system of emission reduction" achievable through on-site heat-rate improvements. Oklahoma was required to submit a State Implementation under the ACE rule. The ACE rule was subsequently challenged in court, and in 2021, the D.C. Circuit Court of Appeals vacated the rule. The Biden administration then indicated its intention to develop a new rule to regulate greenhouse gas emissions from the power sector.

On April 25, 2024, the Biden Administration issued "New Source Performance Standards for Greenhouse Gas Emissions From New, Modified, and Reconstructed Fossil Fuel-Fired Electric Generating Units; Emission Guidelines for Greenhouse Gas Emissions From Existing Fossil Fuel-Fired Electric Generating Units; and Repeal of the Affordable Clean Energy Rule." These rules are designed to significantly reduce greenhouse gas (GHG) emissions from existing coal-fired power plants and from new natural gas turbines, ensuring that all long-term coal-fired plants and base load new gas-fired plants control 90% of their carbon pollution. Existing coal-fired power plants are the largest source of GHGs from the power sector. EPA stated that new natural gas-fired combustion turbines are some of the largest new sources of GHG being built today and these final standards are designed to ensure that they are constructed to minimize their GHG emissions. In December, 2024, the Oklahoma DEQ released its roadmap for compliance with the new Biden's standards. The DEQ has already had listening sessions with effected industry and is expected to have a finalized SIP by 2026. It should be noted that the new administration is likely to repeal and replace the current standards.

Conservation and Other Regulations and Permitting Requirements

Other operations of the Authority are likewise subject to continuing conservation and other regulation and permitting requirements by federal, state and local authorities. The Authority believes that its operations will be in substantial compliance with the provisions with all such regulations and permitting requirements.

Federal and State standards and procedures that govern the control of the environment, conservation and system operations can change. These changes may arise from continuing legislative, regulatory, and judicial action regarding the standards, procedures and requirements for compliance and the issuance of permits. Therefore, there is no assurance that the Authority's operations will remain subject to the regulations that are currently in effect. Furthermore changes in clean air laws and environmental standards may result in increased capital and operating costs.

TAX MATTERS

General Matters

In the opinion of Kutak Rock LLP, Special Tax Counsel to the Authority, under existing laws, regulations, rulings and judicial decisions, interest on the 2025A Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinion described above assumes the accuracy of certain representations and compliance by the Authority with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be met subsequent to the issuance of the 2025A Bonds. Failure to comply with such requirements could cause interest on the 2025A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2025A Bonds. The Authority has covenanted to comply with such requirements. Special Tax Counsel has expressed

no opinion regarding other federal tax consequences arising with respect to the 2025A Bonds. Interest on the 2025A Bonds may affect the federal alternative minimum tax imposed on certain corporations. See Appendix E hereto for the form of opinion proposed to be rendered by Special Tax Counsel.

The accrual or receipt of interest on the 2025A Bonds may otherwise affect the federal income tax liability of the owners of the 2025A Bonds. The extent of these other tax consequences will depend on such owners' particular tax status and other items of income or deduction. Special Tax Counsel has expressed no opinion regarding any such consequences.

The Code provides that commercial banks, thrift institutions and other financial institutions may not deduct the portion of their interest expense allocable to tax-exempt obligations acquired after August 7, 1986 (other than certain "qualified" obligations). **The 2025A Bonds will NOT be designated as "qualified" obligations for this purpose.** In addition, in the opinion of Bond Counsel, under existing statutes, interest on the 2025A Bonds shall be exempt from Oklahoma income taxation.

Purchasers of the 2025A Bonds, particularly purchasers that are corporations (including S corporations, foreign corporations operating branches in the United States of America, and certain corporations subject to the alternative minimum tax imposed on corporations), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the 2025A Bonds.

Special Tax Counsel expresses no opinion regarding any other federal or state tax consequences with respect to the 2025A Bonds. Special Tax Counsel renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update, revise or supplement its opinion to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to its attention, or changes in law or in interpretations thereof that may hereafter occur, or for any other reason. Special Tax Counsel expresses no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for federal income tax purposes of interest on the 2025A Bonds, or under state and local tax law.

Certain Ongoing Federal Tax Requirements and Covenants

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the 2025A Bonds in order that interest on the 2025A Bonds be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the 2025A Bonds, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the federal government. Noncompliance with such requirements may cause interest on the 2025A Bonds to become included in gross income for federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Authority has covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the 2025A Bonds from gross income under Section 103 of the Code.

Original Issue Discount

The 2025A Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Discount Bonds"), are being sold at an original

issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity (excluding “qualified stated interest” within the meaning of Section 1.1273-1 of the Regulations) constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such bonds for a price that is higher or lower than the “adjusted issue price” of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Original Issue Premium

The 2025A Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Information Reporting and Backup Withholding

An owner of a 2025A Bond may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the 2025A Bonds if such owner fails to provide to any person required to collect such information pursuant to Section 6049 of the Code with such owner's taxpayer identification number, furnishes an incorrect taxpayer identification number, fails to report interest, dividends or other "reportable payments" (as defined in the Code) properly, or, under certain circumstances, fails to provide such persons with a certified statement, under penalty of perjury, that such owner is not subject to backup withholding.

Oklahoma Income Taxation

In the opinion of Bond Counsel, under existing law, interest on the 2025A Bonds is exempt from State of Oklahoma income taxation under present law.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the 2025A Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the 2025A Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the 2025A Bonds or the market value thereof would be impacted thereby. Purchasers of the 2025A Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Special Tax Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the 2025A Bonds, and Special Tax Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE 2025A BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE 2025A BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE 2025A BONDS.

LEGAL MATTERS

The legality of the 2025A Bonds will be subject to the approval of The Public Finance Law Group PLLC, Oklahoma City, Oklahoma, Bond Counsel, and Kutak Rock LLP, Denver, Colorado, Special Tax Counsel, whose opinions will be delivered with the 2025A Bonds. The opinions of Bond Counsel and Special Tax Counsel are expected to be in substantially the forms set forth in Appendix E. Certain legal matters will be passed upon by McCall, Parkhurst & Horton L.L.P., Dallas, Texas, as Counsel to the Underwriters, and by Kimberly Carnley, Esq., Stillwater, Oklahoma, as Counsel to the Authority and the City.

CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of Bondholders to provide annually certain financial information and operating data relating to the Authority (and the City has covenanted to

provide annually its comprehensive annual financial reports) by not later than 10 months following the end of its fiscal year which is June 30 (the “Annual Report”), and to provide notices of the occurrence of certain listed events. The Annual Report and notices of listed events will be filed in electronic format with the Municipal Securities Rulemaking Board (“MSRB”) using the Electronic Municipal Market Access system (“EMMA”) at www.emma.msrb.org. The specific nature of the information to be contained in the Annual Report or the notices of listed events is contained in Appendix F—Form of Continuing Disclosure Agreement. These covenants have been made in order to assist the Underwriters in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission.

The Authority’s 2020 fiscal year Annual Financial Information and Operating Data filed on EMMA on December 20, 2020, did not contain the correct year’s information. On January 13, 2021, the Authority modified the filing to include the correct information.

NO LITIGATION

There is no pending or threatened legal proceeding or proceedings against the Authority which, if prosecuted to an adverse conclusion, would be considered material or would constitute a material change of financial circumstances, nor is there any litigation pending or threatened against the Authority which would restrain or enjoin the issuance or delivery of the 2025A Bonds or questioning or affecting the validity of the 2025A Bonds or the proceedings and authority under which they are to be issued. Neither the creation, organization, existence of the Authority, nor the title of the current members of the Authority is being challenged or questioned. There is no litigation pending against the Authority or the City which in any manner questions the right of the Authority to enter into the Indenture or to secure the 2025A Bonds in the manner provided in the Indenture.

RATINGS

Moody’s Investors Service, Inc. (“Moody’s”) and Fitch Ratings, Inc. (“Fitch”) have assigned ratings to the 2025A Bonds of “Aa2” and “AA-” respectively. Such ratings reflect only the views of such organizations at the time such ratings are given, and the Authority and the Underwriters make no representation as to the appropriateness of such ratings. An explanation of the significance of such ratings may be obtained only from such rating agencies. The Authority furnished such ratings agencies with certain information and materials relating to the 2025A Bonds that have not been included in this Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions by the rating agencies. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the agency originally establishing such rating, circumstances so warrant. None of the Authority, the City or the Underwriters have undertaken any responsibility to bring to the attention of the owners of the 2025A Bonds any proposed revision or withdrawal of a rating of the 2025A Bonds or to oppose any such proposed revision or withdrawal. Any such revision or withdrawal of such a rating could have an adverse effect on the market price and marketability of the 2025A Bonds.

UNDERWRITING

The 2025A Bonds will be purchased by the Underwriters listed on the cover hereof for whom Stifel, Nicolaus & Company, Inc. (“Stifel”), is acting as representative (the “Underwriters”). The Underwriters have agreed to purchase the 2025A Bonds at a price of \$ _____ (representing the principal amount thereof less Underwriters’ Discount of \$ _____, less \$ _____ of original issue discount, plus \$ _____ of original issue premium). The Bond Purchase Agreement relating to the 2025A Bonds provides that the Underwriters will not be obligated to purchase any 2025A Bonds if all of such 2025A Bonds are not available for purchase, and requires the Authority to indemnify the Underwriters against

losses, claims, damages and liabilities rising out of any incorrect or incomplete statements or information contained in this Official Statement pertaining to the Authority and certain other matters. The initial public offering prices set forth on the inside cover page may be changed by the Underwriters.

The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriters and their affiliates may have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Authority or the City, for which they received or will receive customary fees and expenses. In the ordinary course of their various business activities, the Underwriters and their affiliates purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Authority or the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Authority or the City. The Underwriters and their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

The Underwriters are not acting as a financial advisor or municipal advisor in connection with the issuance of the 2025A Bonds.

PNC Capital Markets LLC (“PNCCM”), one of the underwriters of the 2025A Bonds, may offer to sell to its affiliate, PNC Investments, LLC (“PNCI”), securities in PNCCM’s inventory for resale to PNCI’s customers, including securities such as the 2025A Bonds.

FINANCIAL ADVISOR

BOK Financial Securities, Inc. (“BOKFS”), is employed as Financial Advisor to the Authority in connection with the issuance of the 2025A Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the 2025A Bonds is contingent upon the issuance and delivery of the bonds. In the normal course of business, the Financial Advisor may also from time to time sell investment securities to the City for the investment of debt proceeds or other funds of the City, upon the request of the City.

BOKFS, in its capacity of Financial Advisor, has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the 2025A Bonds or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor to the City has provided the following sentence for inclusion in the official statement. The Financial Advisor has reviewed the information in the official statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy of such information.

The corporate trust department of BOKF, NA, has been appointed to serve as Trustee for the 2025A Bonds. BOKF, NA and BOKFS are both wholly-owned subsidiaries of BOK Financial Corporation, a bank holding company organized under the laws of the State. Thus, BOKFS and BOKF, NA are affiliated, but

BOKFS is not a bank. Affiliates of BOKFS may provide banking services or engage in other transactions with the City and the Authority.

FINANCIAL STATEMENTS

The Authority's financial statements for the fiscal year ended June 30, 2024, have been audited by HSPG & Associates, PC ("HSPG"), a certified public accounting firm, as set forth in their report dated October 30, 2024. Provided in Appendix B hereto is an electronic link which may be used to access said financial statements, which are accompanied by the Independent Auditor's Report and which should be read in their entirety.

The City's Annual Comprehensive Financial Report ("ACFR") for the fiscal year ended June 30, 2024, has been audited by HSPG as set forth in their report dated December 18, 2024. Provided in Appendix C hereto is an electronic link which may be used to access the City's ACFR for the fiscal year ended June 30, 2024, which is accompanied by the Independent Auditor's Report and which should be read in its entirety.

HSPG has not been engaged to perform, and has not performed, since the date of its report included in Appendix B, any procedures on the financial statements addressed in that report. HSPG has not been engaged to perform, and has not performed, since the date of its report included in Appendix C, any procedures on the financial statements addressed in that report. HSPG has not performed any procedures relating to this Official Statement.

MISCELLANEOUS

The references to and excerpts from the Indenture referenced in this Official Statement and the Appendices hereto are summaries of certain provisions thereof and do not purport to be the complete provisions of the Indenture. Copies of the Indenture are available from the Authority.

Any statements in this Official Statement and Appendices hereto involving estimates or assumptions, whether or not expressly so stated, are intended as such and no representation whatsoever is made that such estimates or assumptions are correct or will be realized. So far as any statements are made in this Official Statement and Appendices attached hereto involving matters of opinion, whether or not expressly so stated, they are intended as such and not as representations of fact. Neither this Official Statement, nor any statement that may have been made orally or in writing, is to be construed as a contract with the purchasers or holders of any of the 2025A Bonds. All information contained in this Official Statement and Appendices hereto pertaining to the Authority has been furnished by the Authority for use herein. All information contained in this Official Statement and Appendices is subject to change and/or correction without notice and neither the delivery of the Official Statement nor any sale made hereunder shall create any implication that the information contained herein is complete or accurate in its entirety as of any date after the date hereof.

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CERTIFICATION AS TO OFFICIAL STATEMENT

At the time of delivery of the 2025A Bonds, the Authority shall execute a certificate to the effect that (a) the descriptions and statements of or pertaining to the Authority contained in the Official Statement and the Appendices, for the 2025A Bonds, as of the date of such Official Statement, on the date of sale of the 2025A Bonds and on the date of the delivery, were and are true and correct in all material respects; (b) insofar as the Authority and its affairs, including its financial affairs, are concerned, this Official Statement did not and does not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data of or pertaining to entities, other than the Authority, and their activities contained in this Official Statement are concerned, such statements and data have been obtained from sources which the Authority believes to be reliable and the Authority has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the Authority since June 30, 2024, the date of the last audited financial statements of the Authority, a link to which is provided in Appendix B to this Official Statement.

Reference is made to the Appendices hereto which are an integral part of this Official Statement and must be read together with the rest of this Official Statement.

The Authority has approved this Official Statement.

STILLWATER UTILITIES AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

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APPENDIX A

CERTAIN INFORMATION CONCERNING THE CITY OF STILLWATER, OKLAHOMA

City of Stillwater, Oklahoma

The City is located in north central Payne County, Oklahoma. The U.S. Census Bureau reports the population of the City at 48,394 as of the 2020 Census, representing an increase of 5.92% over the City's reported 2010 Census population of 45,688. The U.S. Census Bureau reports the population for Payne County at 81,646 as of the 2020 Census, representing an increase of 5.6% over Payne County's reported 2010 Census population of 77,350.

Stillwater was incorporated in 1891 and is a home rule municipality, operating under a City Charter. Stillwater is the county seat of Payne County and is the home of Oklahoma State University ("OSU"). The City is located approximately 70 miles from both Oklahoma City and Tulsa, Oklahoma and encompasses approximately 28 square miles. The City is also home to the Oklahoma Department of Vocational and Technical Education and the Meridian Technology Center.

City Government

The legislative and policy making body consists of a five member City Council, elected at large with staggered terms for a period of four years. The City Manager is responsible for the day-to-day operations of City government. The City Council also serves as Authority Trustees with the Mayor as Chairman and the City Clerk as Secretary of the Authority.

City Services

The City provides municipal services to its citizens, including police and fire protection, electric, water, sanitary sewer and sanitation services, parks and recreational facilities and other basic services. The City employs approximately 580 full-time persons to operate City services.

Public School Information

The major public school system in the City is the Stillwater School District (Payne County Independent School District No. 16) with an enrollment of approximately 6,000 students. The school system is comprised of six elementary schools, a middle school, a junior high and senior high school, as well as one alternative academy and a virtual academy. Higher educational opportunities in the City include OSU and Meridian Technology Center.

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Property Tax Base

The net assessed valuation of the City’s property tax base for all real, personal and public service property for Fiscal Years 2015-16 to 2024-25 is shown in Table 13. The estimated actual market valuation for the City for Fiscal Year 2024-25 is approximately \$4.0 billion.

Table 13
Historical Net Assessed Valuation

Fiscal Year	NAV*	% Change
2015-16	\$ 304,455,387	--
2016-17	319,589,442	4.97%
2017-18	339,789,320	6.32%
2018-19	354,004,846	4.18%
2019-20	342,125,635	-3.36%
2020-21	382,807,158	11.89%
2021-22	403,436,762	5.39%
2022-23	424,118,718	5.13%
2023-24	434,767,065	2.51%
2024-25	452,843,944	4.16%

*Reflects applicable homestead and disabled veteran exemptions. Source: Payne County Assessor.

Additional Economic and Demographic Information

Population. Population trends for the City and County are shown in Table 14.

Table 14
Population

Year	City of Stillwater	Payne County
1980	38,268	62,435
1990	36,676	61,507
2000	39,065	68,190
2010	45,688	77,350
2020	48,394	81,646

Source: U.S. Census Bureau

Sales Tax Collections. At an election on May 22, 1979, the qualified voters of the City approved the Ordinance which provided for the levy and collection of an additional one-cent sales tax within the City to be used by the Authority for specified purposes. Pursuant to the Sales Tax Agreement, the moneys received from the one-cent sales tax shall be deposited in the general fund of the City and paid by the City to the Authority monthly as received.

The City collects a 4.0% local sales tax which combined with 4.5% state sales tax and 0.813% Payne County sales tax places the total sales tax rate at 9.313% percent. The City’s sales tax collections for the last ten years are shown in Table 15.

Table 15
Sales Tax Collections

Fiscal Year End June 30	Total Collections	One-Cent Generated	Percent Change
2024	\$40,103,046	\$10,038,770	2.64%
2023	39,072,029	9,979,678	5.17%
2022	33,174,823	9,482,824	13.20%
2021	29,299,217	8,377,033	3.98%
2020	28,306,321	8,056,629	-1.19%
2019	28,509,250	8,153,535	-0.24%
2018	28,585,051	8,173,352	1.77%
2017	28,089,117	8,031,433	-2.12%
2016	28,697,025	8,205,265	0.06%
2015	28,680,221	8,200,602	-2.03%

Source: Oklahoma Tax Commission

Employment Data. The number of persons in the Payne County labor force and number employed for the years 2014 through 2023 are shown in Table 16. Also shown is the county unemployment rate compared to state and national averages for the same period.

Table 16
Employment Statistics

Year	Payne County		Unemployment Rates*		
	Labor Force	Number Employed	Payne County	State of Oklahoma	United States
2023	40,757	39,533	3.0	3.2	3.5
2022	39,340	38,230	2.8	3.1	3.5
2021	38,162	36,860	3.4	4.0	5.3
2020	37,671	35,635	5.4	6.3	7.9
2019	38,068	37,021	2.8	3.1	3.5
2018	38,498	37,405	2.8	3.3	3.8
2017	38,748	37,438	3.4	4.0	4.2
2016	38,882	37,488	3.6	4.6	4.7
2015	38,368	37,049	3.4	4.3	5.1
2014	38,372	36,984	3.6	4.3	6.0

* Not seasonally adjusted.

Source: U.S. Bureau of Labor Statistics (www.bls.gov); data retrieved 01/10/25.

Building Permits. The number and value of residential and commercial building permits issued by the City for the years 2015 through 2024 are shown in Table 17.

Table 17
Building Permits
(dollars expressed in thousands)

Year	Residential		Commercial		Total	
	Number	Value (\$)	Number	Value (\$)	Number	Value (\$)
2024	127	\$29,953	89	\$ 51,729	216	\$ 81,682
2023	171	47,172	97	35,071	268	82,244
2022	149	34,695	97	30,986	246	65,681
2021	184	51,313	105	54,707	289	106,020
2020	104	27,341	78	58,280	182	85,621
2019	75	19,729	144	64,742	219	84,471
2018	81	19,583	97	72,361	178	91,944
2017	113	22,973	87	70,526	200	93,500
2016	129	31,455	91	103,765	220	135,220
2015	132	27,933	100	84,497	232	112,431

Source: City Records

Per Capita Income. Historical per capita income figures for Payne County and the State of Oklahoma are shown in Table 18. According to U.S. Census Bureau estimates, 2023 median household income was \$56,811 in Payne County compared to \$62,120 statewide.

Table 18
Area Per Capita Income

Year	Payne County ⁽¹⁾	State of Oklahoma ⁽²⁾
2023	\$47,401	\$60,545
2022	44,781	58,043
2021	44,268	54,500
2020	41,215	50,022
2019	38,487	48,176
2018	36,671	46,029
2017	35,048	43,871
2016	34,307	42,052
2015	35,293	44,277
2014	36,523	45,882

Source: U.S Bureau of Economic Analysis (www.bea.gov); data retrieved 01/10/25.

(1) Last updated by BEA 11/14/24 – new statistics for 2023, revised statistics for 2019-2022.

(2) Last updated by BEA 09/27/24 – revised statistics for 2019-2023.

APPENDIX B

**FINANCIAL STATEMENTS FOR
FISCAL YEAR ENDED JUNE 30, 2024,
OF THE STILLWATER UTILITIES AUTHORITY**

Prospective purchasers may access the Authority’s audited financial statements for the fiscal year ended June 30, 2024, on the Electronic Municipal Market Access system (“EMMA”) at:

<https://emma.msrb.org/P21878063-P21436804-P21882478.pdf>

HSPG & Associates, PC, a certified public accounting firm and the Authority’s independent auditor, has not been engaged to perform, and has not performed, any procedures relating to this Official Statement.

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APPENDIX C

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024, OF THE CITY OF STILLWATER, OKLAHOMA

Prospective purchasers may access the City's audited financial statements for the fiscal year ended June 30, 2024, on the Electronic Municipal Market Access system ("EMMA") at:

<https://emma.msrb.org/P21878056-P21436798-P21882472.pdf>

HSPG & Associates, PC, a certified public accounting firm and the City's independent auditor, has not been engaged to perform, and has not performed, any procedures relating to this Official Statement.

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APPENDIX D

DEFINITIONS AND SUMMARY OF DOCUMENTS

SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL BOND INDENTURE

The Authority and the Trustee have entered into a General Bond Indenture dated as of March 1, 2025 (the “General Bond Indenture”), providing for the issuance and security of bonds or notes of the Authority pursuant to Supplemental Indentures. The General Bond Indenture is amended and supplemented pursuant to the Series 2025A Supplemental Bond Indenture dated as of March 1, 2025, pursuant to which the Authority is issuing its Utility System and Sales Tax Revenue Bonds, Series 2025A. The following excerpts from the General Bond Indenture do not purport to be complete. For complete provisions reference is made to the General Bond Indenture, a copy of which may be obtained from the Trustee or the Authority.

Definitions

“Accountant” shall mean an independent certified public accountant hired by the Authority to, among other things, perform the duties of the Accountant hereunder.

“Accountant’s Certificate” shall mean a certificate signed by the Accountant.

“Act” shall mean the Oklahoma Public Trust Act cited as Title 60, Oklahoma Statutes 2021, Sections 176 through 180.4, as amended.

“Additional Bonds” shall mean all bonds or promissory notes or series of bonds or promissory notes, authenticated, issued and/or delivered in the future pursuant to the General Bond Indenture and secured on a parity with the Series 2025A Bonds.

“Aggregate Bond Service” or “annual principal and interest requirements for the Bonds” shall mean as of any date of calculation and with respect to any period, the sum of the amounts of Bond Service for all Bonds Outstanding for the applicable period. This shall include payments required to be made as reimbursement for draws for debt service pursuant to a Credit Agreement.

“Annual Budget” means the annual budget of the Authority as approved by the Authority and the City.

“Authority” shall mean the Trustees of the Stillwater Utilities Authority, a public trust created and existing under the provisions of Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, and successors thereto and includes the present Trustees and their successors in office.

“Authorized Investments” shall include any of the following securities, as may be amended from time to time by Supplemental Indentures, if and to the extent the same are at the time legal under Oklahoma law for investment of Authority funds:

- (a) Government Obligations;
- (b) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

(c) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(d) bonds, notes or other evidences or indebtedness rated "AAA" by S&P Global Ratings and "Aaa" by Moody's Investors Service issued by Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(e) U.S dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P Global Ratings and "P-1" by Moody's Investors Service and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(f) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P Global Ratings or "P-1" by Moody's Investors Service and which matures not more than 270 days after the date of purchase;

(g) Investments in a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating by S&P Global Ratings of AAAM-G; AAA-m; or AA-m and if rated by Moody's Investors Service rated Aaa, Aa1 or Aa2;

(h) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on the escrow, in the highest rating category of S&P Global Ratings and Moody's Investors Service or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in paragraph (a) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which fund is sufficient, as verified by a nationally independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(i) Investment Agreements [supported by appropriate opinions of counsel as to enforceability] with entities having a long-term rating at least in one of the top two ratings provided by S&P Global Ratings or Moody's Investors Service; and

(j) certificates of deposit, time deposits or demand deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits or demand deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by such securities as are described above in clauses (a) through (d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits or demand deposits.

For purposes of this Authorized Investments definition, "Value", as of any particular time of determination, means that the value of any investment shall be calculated as follows:

(a) as to investments the bid and asked prices of which are published on a regular basis electronically via Bloomberg or other comparable outlet: the average of the bid and asked for prices for such investments so published on or most recently prior to such time of determination;

(b) as to investments the bid and asked prices of which are not published on a regular basis electronically via Bloomberg or other comparable outlet: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(c) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(d) as to any investment not specified above: the value thereof established by prior agreement between the Authority, and the Trustee.

"Bondholder" or "Holder of bonds" shall mean the legal holder of any registered bond issued by the Authority.

"Bond Fund" shall mean the fund by that name established in the General Bond Indenture.

"Bonds" or "bonds" shall mean all Outstanding bonds or promissory notes issued by the Authority pursuant to the Indenture or on a parity with the Indenture, including the Series 2025A Bonds.

"Bond Service" shall mean, for any period, the combined principal and interest requirements on any series of Bonds, including payments required to be made as reimbursement for draws for debt service pursuant to a Credit Agreement.

"Bond Year" shall mean the twelve month period commencing July 1 of each year.

"Business Day" shall mean a day other than (a) Saturday, (b) Sunday, or (c) a day on which banks located in Tulsa, Oklahoma and the City of New York, New York are required or authorized by law to remain closed.

"Certified Interest Rate" shall mean the rate of interest as certified by the underwriters of Variable Rate Bonds (or if there is no underwriter retained by the Authority then the Authority's financial advisor)

at the time of issuance of such Variable Rate Bonds which such Variable Rate Bonds would bear if, assuming the same maturity dates, terms and provisions (other than interest rate) as the proposed Variable Rate Bonds and on the basis of the Authority credit rating or ratings (if any), such bonds were issued at a fixed interest rate. Such certificate shall contain or have attached thereto the data and factual information supporting such Certified Interest Rate.

“City” shall mean the City of Stillwater, Oklahoma.

“Closing Date” shall mean the date the bonds issued under the Indenture are delivered and payment therefor is received by the Authority.

“Closing Documents” shall mean all documents required by the Indenture as a condition to the issuance of bonds pursuant to the Indenture.

“Construction Fund” shall mean the fund by that name established in the General Bond Indenture.

“Credit Agreement” shall mean the Agreement, if any, entered into by the Authority and the provider of a Credit Facility which provides for a Credit Facility and any and all modifications, alterations, amendments and supplements thereto.

“Credit Facility” shall mean any instrument such as a letter of credit, a committed line of credit, insurance policy, surety bond or standby bond purchase agreement, or any combination of the foregoing, and issued by a bank or banks, other financial institution or institutions, or any combination of the foregoing, which Credit Facility provides for the payment of (i) the purchase price accrued on the bonds delivered to a remarketing agent or any depository, tender agent or other party pursuant to a Remarketing Agreement or Supplemental Indenture or (ii) principal of and interest on all bonds becoming due and payable during the term thereof.

“Credit Facility Provider” shall mean the issuer of a Credit Facility.

“Engineer of Record” shall mean competent and qualified registered professional engineers, architect-engineers or architect-engineering firms selected by the Authority with special reference to his, its or their knowledge and experience in the construction and operation of water and/or sanitary sewer and/or solid waste disposal and/or electric systems and other facilities included in the System or appertaining or related thereto and may include an official or regular employee of the Authority or the Trustee.

“Engineer’s Certificate” shall mean a certificate or opinion issued by the Engineer of Record.

“Event of Default” shall have the meaning given said term in the General Bond Indenture.

“Fiscal Year” shall mean the fiscal year of the Authority, initially the twelve month period commencing July 1 of each year.

“General Bond Indenture” shall mean the General Bond Indenture dated as of March 1, 2025, by and between the Authority and Trustee.

“Government Obligations” shall mean cash or noncallable direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or noncallable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Gross Revenues” shall mean, (i) all rates, fees, rentals, other charges, income, transfers in and monies properly allocable to the System in accordance with generally accepted accounting principles resulting from the ownership of the System and as derived by the Authority from the operation of the System, except customer deposits and any other deposits subject to refund until such deposits have become the property of the Authority, (ii) the proceeds of any insurance covering interruption loss relating to the System, and (iii) interest on any monies or securities held in any fund or account established by the Indenture and pledged to the payment of the bonds pursuant to the Indenture; but shall not include proceeds of insurance received with respect to damage or destruction to the System, the proceeds of borrowing, or the proceeds of sale or disposition of the System.

“Highest Ranking Official of the Authority” shall mean the Chairman of the Authority or in his absence the Vice-Chairman of the Authority who shall be and is empowered to act on behalf of the Authority to the extent and for the purposes set forth in the Indenture.

“Indenture” shall mean the General Bond Indenture dated as of March 1, 2025, as supplemented and amended by the Series 2025A Supplemental Bond Indenture, both being between the Authority and the Trustee authorizing the issuance of bonds and any indenture supplementary or amendatory thereto.

“Independent Consultant” shall mean an independent rate consultant, consultant, engineer or firm of engineers of national reputation recognized to be qualified in matters related to water and/or sanitary sewer and/or solid waste disposal and/or electric systems, which shall be selected by the Authority.

“Interest Account” shall mean the account created within the Bond Fund established in the General Bond Indenture.

“Investment Agreement” shall mean any agreement with any financial institution, corporation or other entity providing for the investment of Authority monies, provided that the short term indebtedness of any such financial institution, corporation or entity is rated in the top two rating categories of S&P Global Ratings or Moody’s Investors Service.

“Lease Agreement” shall mean the Amended Lease Agreement and Operation and Maintenance Contract dated as of March 19, 2025, by and between the City and the Authority, whereby the City leases its water, sanitary sewer, solid waste disposal, and electric systems to the Authority, and including any supplements or amendments thereto.

“Net Revenues” shall mean for any period the Gross Revenues during such period less the Operation and Maintenance Expenses applicable to such period, excluding any proceeds of eminent domain, insurance policies (except as provided in clause (ii) of the definition of “Gross Revenues” herein), the sale of property or other assets (including capitalized interest).

“Net Revenues Available For Debt Service” shall mean the Gross Revenues plus Sales Tax Revenue less: the Operation and Maintenance Expenses of the System (except that (1) interest on any debt payable from the revenues of the System; (2) depreciation and any other items not requiring the expenditure of cash; (3) any amounts expended for capital replacement, repairs and maintenance not recurring annually (or shorter intervals) or reserves therefore; and (4) reserves for administration, operation and maintenance occurring in the normal course of business, shall not be included as an Operation and Maintenance Expense).

“Operation and Maintenance Expenses” shall mean the reasonable and necessary current expenses of the Authority paid or accrued in maintaining any Credit Facility or in operating, maintaining and repairing the System and determined in accordance with generally accepted accounting principles.

“Opinion of Counsel” shall mean a written opinion of counsel selected by the Authority who may be a full time employee of the Authority. Any Opinion of Counsel may be based (insofar as it relates to factual matters or information which is in the possession of the Authority) upon a written certificate of the Authority unless such counsel knows, or in the exercise of reasonable care should have known, that such written certificate is erroneous.

“Outstanding”, when used with reference to bonds, shall mean the aggregate of all bonds authorized and issued by the Authority and authenticated and delivered by the Trustee under the Indenture except:

- (a) bonds which have been cancelled or surrendered to the Trustee for cancellation;
- (b) bonds deemed to have been paid pursuant to the Indenture;
- (c) any bonds in lieu of or in substitution for bonds that have been issued by the Authority and authenticated and delivered by the Trustee pursuant to the Indenture;
- (d) any bonds or portions thereof which have matured or been called for redemption or bonds or notes or portions thereof for which funds for full payment have been deposited with the Trustee (except as provided in any Supplemental Indenture with respect to bonds issued to the provider of a Credit Facility in replacement of bonds paid or redeemed with the proceeds of a drawing on such Credit Facility);
- (e) any bonds the principal and interest upon which will be paid on or prior to maturity from the investment proceeds of an escrow established in respect to the bonds and irrevocably pledged to the payment of same on or prior to maturity.

“Paying Agent” shall mean the banks or trust companies and their successors designated as the paying agencies or places of payment for the bonds.

“Permitted Encumbrances” shall mean, as of any particular time, (i) any Security Documents and any Closing Documents, (ii) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that will not materially interfere with or impair the operations of the System, (iii) Subordinated Indebtedness, and (iv) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to property of the character of the System and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Authority.

“Principal Account” shall mean the account by that name within the Bond Fund, established in the General Bond Indenture.

“Principal Installment” shall mean as of any date of calculation and with respect to any series of bonds, so long as any bonds thereof are Outstanding: (i) the principal amount of bonds of such series due on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for bonds of such series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such bonds on such future date in a principal amount equal to such unsatisfied balance of such Sinking Fund Installment, or (iii) if such future dates coincide as to different bonds and of such unsatisfied balance of such Sinking Fund Installment due on such future date plus such applicable redemption premiums, if any.

“Project” shall mean any lawful undertaking of the Authority permitted by the Act, including capital extensions, additions, or improvements to the System or engineering studies in connection therewith, which

Projects will be more particularly described in any Supplemental Indenture and authorized by a resolution of the Authority. The term Project is to be broadly construed as including any lawful undertaking which will inure to the benefit of the Authority including the issuance of bonds for the purpose of paying prior indebtedness of the Authority in order to assure the Authority's first and prior charge and lien upon the Gross Revenues of the System, including joint ventures, joint action or undertakings including financing and acquisitions of partial interests or contractual rights, and including modification or cancellation of a project previously authorized, and including disposal of existing projects or facilities, subject to the provisions of the General Bond Indenture.

"Project Account" shall mean, if the Authority shall elect in its sole discretion to create a separate account within the Construction Fund for each Project undertaken or to be undertaken by the Authority, such account as may be created by a Supplemental Indenture under authority of the General Bond Indenture.

"Project Costs" shall mean, but shall not be limited to, in connection with a designated Project authorized by a Supplemental Indenture, together with any other proper cost items not specifically mentioned herein all costs of acquiring, constructing, equipping and furnishing the Project, including but not limited to: the cost of land or interest in land; obligations incurred for labor and materials; obligations to contractors, builders and materialmen; the restoration or relocation of property damaged or destroyed in connection with such construction; monies required for initial working capital and operating reserves (inclusive of construction interest); the cost of acquiring by purchasing land, property rights, rights-of-way, franchises, easements or other interest in land; premiums on contractors' performance, payment and completion bonds if required; the cost of machinery, equipment or supplies purchased by the Authority for inclusion as part of the System or the Project; any fees, compensation and expenses of the Authority or the Trustee for services rendered; taxes, fees, charges, and expenses due and payable in connection with the Project, the financing thereof, or the issuance of and security for the bonds; refunding bonds, premiums on insurance in connection with the Project, the financing thereof, or the issuance of and security for the bonds; premiums on insurance in connection with the construction of additions to the System or the Project; costs of architects and engineers' services; all costs related to interim financing loans; all costs incident to and properly allocable to the acquisition, equipping and construction of the Project and placing of the same in operation; capitalizing interest requirements and any reserve funds for any bonds or notes issued pursuant to the Indenture or a supplement thereto; legal, financing, financial, administrative, accounting, printing and recording fees; and the fees and expenses of Bond Counsel; Project Costs may properly include the costs of discharging any prior debt of the Authority if such action is necessary or incidental to assure and maintain the first and prior lien of the Authority upon the Gross Revenues of the System.

"Redemption Price" shall mean, with respect to any bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to any Supplemental Indenture.

"Reserve Requirement" shall mean that amount for a series of bonds as may be established by Supplemental Indenture.

"Revenue Fund" shall mean the fund by that name established in the General Bond Indenture.

"Sales Tax Agreement" or "Agreement" shall mean the Sales Tax Agreement dated as of March 1, 2025, by and between the Authority and the City wherein the City agrees, on a year-to-year basis subject to annual appropriation, to pay under certain circumstances to the Authority each month as received, the Sales Tax Revenue derived from the levy and collection of the excise tax levied pursuant to the Sales Tax Ordinance, as the same may be supplemented or amended from time to time.

"Sales Tax Fund" shall mean that fund created pursuant to the General Bond Indenture.

“Sales Tax Ordinance” shall mean Ordinance No. 1835 of the City, as may be amended from time to time, which has heretofore been approved by a majority of the qualified voters of the City voting at elections held for such purpose.

“Sales Tax Revenue” shall mean all of the revenues paid by the City to the Authority pursuant to the Sales Tax Agreement which have been derived from the Sales Tax Ordinance (equal to a one percent (1.0%) excise tax).

“Security Documents” shall mean any and all documents given to secure the bonds issued pursuant to the Indenture including the Indenture, the Lease Agreement, the Sales Tax Agreement, and any financing statements pertaining thereto.

“Series” or “series” shall mean all of the bonds designated as being of the same series authenticated and delivered on original issuance in a simultaneous transaction.

“Series 2025A Bonds” shall mean the Authority’s Utility System and Sales Tax Revenue Bonds, Series 2025A dated March __, 2025, and issued in the original principal amount of \$_____.

“Series 2025A Supplemental Indenture” shall mean the Series 2025A Supplemental Bond Indenture dated as of March 1, 2025, by and between the Authority and the Trustee, and authorizing the issuance of the Series 2025A Bonds.

“Sinking Fund Installment” shall mean an amount so designated which is established pursuant to a Supplemental Indenture. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited pursuant to the Indenture (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

“State” shall mean the State of Oklahoma.

“Subordinated Indebtedness” shall mean any evidence of debt referred to in, and complying with, the provisions of the General Bond Indenture.

“Supplemental Indenture” shall mean any Indenture executed by the Trustee and Authority in full force and effect which has been duly adopted by the Authority; but only if and to the extent that such Supplemental Indenture is adopted in accordance with the provisions of the General Bond Indenture.

“System” shall mean the now or hereafter acquired water, sanitary sewer, solid waste disposal, and electric systems owned or leased by the Authority, including but not limited to all contracts for services, equipment, facilities, licenses, easements, and distribution facilities and all real and personal property related to the operation or maintenance thereof.

“System Revenues” shall mean Gross Revenues.

“Tax Certificate” shall mean, with respect to the Series 2025A Bonds, the Tax Certificate of the Authority dated March __, 2025, and executed and delivered by the Chair of the Authority.

“Trustee”, “Bank” or “Trustee Bank” shall mean interchangeably with equal effect, BOKF, NA, or any other banking association with corporate trust powers doing business in the State of Oklahoma having

a capital, surplus and undivided profit aggregating at least \$50,000,000 which may be designated as Trustee Bank for the Bondholders under the Indenture as a replacement therefor.

“Trust Estate” shall mean (i) the rights of the Authority in and to the Gross Revenues of the System, (ii) the rights of the Authority in and to the System, (iii) the present and hereafter acquired interest of the Authority in and to the Lease Agreement, (iv) all right, title and interest of Authority in and to the Sales Tax Agreement and the Sales Tax Revenue, and (v) all other property which is pledged to the Trustee under the General Bond Indenture as security for the bonds.

“Trust Indenture” shall mean the Amended Trust Indenture dated as of October 7, 2024, for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented (the “Act”), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

“Variable Rate Bonds” shall mean any bonds issued bearing interest at a rate per annum subject to adjustment from time to time pursuant to the terms thereof, based upon an index, or otherwise calculated in a manner which precludes the actual rate for the entire term of such debt from being ascertainable in advance. For the purposes of this definition, bonds shall not be considered to be Variable Rate Bonds upon the establishment of or conversion of the rate of interest thereon to a fixed interest rate for the remaining term thereof.

“Year” shall mean any period of twelve (12) consecutive months.

Granting Clause

As security for the Bonds issued and outstanding under the Indenture, the Authority has Given, Granted, Assigned, Pledged and Conveyed a Security Interest unto the Trustee and its successor or successors in trust, in and to all of the following property:

- (1) The right, title and interest of the Authority in and to the Gross Revenues of the System; and
- (2) The right, title and interest of the Authority in and to the Sales Tax Agreement and the Sales Tax Revenue derived pursuant thereto; and
- (3) The right, title and interest of the Authority in and to the Lease Agreement; and
- (4) The right, title and interest of the Authority in and to the System, including all property rights, interest, and benefits; and
- (5) All proceeds from the sale of Bonds; and
- (6) All funds and accounts created hereunder except any fund created by Supplemental Indenture and specifically excluded from the lien and pledge of the Indenture or created to receive any monies from a Credit Facility which is pledged to the payment of only that Series of Bonds secured by such Credit Facility and any fund created by Supplemental Indenture to receive monies subject to rebate to the United States Government which shall be held in trust for payment to the United States Government.

General Provisions for the Issuance of Bonds

The Authority may issue additional parity bonds after delivery by the Authority of:

- (1) A certificate of the Authority stating that it is not presently in default in any of its covenants contained in the Indenture, or any Credit Agreement.
- (2) [Left Blank Intentionally]
- (3) Either (i) an Accountant's Certificate reflecting that the Net Revenues Available for Debt Service in each of the two full fiscal years immediately preceding the closing for the Additional Bonds shall have been at least equal to 125% of the maximum annual Aggregate Bond Service requirements for all Bonds to be Outstanding immediately after the delivery of such Additional Bonds, or (ii) an Accountant's Certificate or Engineer's Certificate projecting that in the first two fiscal years following the completion of the Project, the Net Revenues Available for Debt Service will be at least equal to 125% of the maximum annual Aggregate Bond Service requirements for all Bonds to be Outstanding at such time. In the event that the Accountant or Engineer of Record shall provide the certificate to the Trustee, pursuant to clause (ii) above, the calculations reflecting the sufficiency thereof shall be based upon Net Revenues Available for Debt Service in twelve (12) consecutive months of the previous eighteen (18) months and may take future System rate increases into consideration; provided, however, that for such rate increases to be taken into consideration by the Accountant or Engineer of Record, the Authority and any other entity required to give its approval for such rate increases to be effective shall have given such required approvals prior to the closing for the Additional Bonds. Additionally, the Accountant or Engineer of Record may take into consideration additional future revenues of the System to be derived from contractual agreements entered into by the Authority. The projections to be made by the Accountant or Engineer of Record shall only reflect growth in the customer base of the Authority to the extent that such growth is a result of services to be provided to an existing customer base not currently served by the Authority. The Engineer's Certificate required by this clause (3) shall be prepared for the period prescribed herein or such lesser period of time as shall be deemed reasonable by the Trustee and as determined by the generally accepted standards of practice of the trade and specific Project determinations. In preparing such certificate the Accountant or the Engineer of Record may use the Certified Interest Rate in the case where Additional Bonds are Variable Rate Bonds. For purposes of calculating average annual Aggregate Bond Service, if any Outstanding bonds are Variable Rate Bonds the interest rate to be utilized for such bonds shall be the higher of the average interest rate for such bonds for the last twelve (12) month period or the Certified Interest Rate.

Establishment of Funds and Accounts

Indenture Funds and Accounts. Additional funds and accounts may be created by any Supplemental Indenture authorizing any series of bonds to be utilized as set out in such Supplemental Indenture. Particularly in the case of credit enhanced or Variable Rate Bonds the creation of additional or separate funds or accounts may be necessary. The following funds and accounts shall be created in the Trustee upon delivery of and payment for bonds issued under the Indenture and shall be maintained by the Trustee so long as any bonds remain Outstanding for the equal and proportionate benefit of the holders of any of the bonds from time to time Outstanding.

- (1) Construction Fund. The Construction Fund may be held by the Trustee, or a separate Construction Fund Trustee as may be provided for by any Supplemental Indenture, with

any Project Account, which may be established by a series of Supplemental Indentures of the Authority and utilized as more fully set out in the General Bond Indenture.

- (2) Sales Tax Fund. In the event of an Event of Default under the Indenture the Sales Tax Fund shall be established with the Trustee and maintained so long as the Event of Default continues under the Indenture. The Sales Tax Fund shall be utilized in accordance with the General Bond Indenture.
- (3) Revenue Fund. The Revenue Fund shall be held by the Trustee and utilized to receive the Gross Revenues of the System and to make the transfer and payments as required in the General Bond Indenture, with the exception as set out below.
- (4) Bond Fund. The Bond Fund shall be held by the Trustee with its corresponding Interest Account, Principal Account and Reserve Account and utilized as set out in the General Bond Indenture.

Except as provided in the next succeeding paragraph, the Stillwater Utilities Authority Revenue Fund (the "Revenue Fund") shall be established in the Trustee and shall be used to receive all the Gross Revenues derived from the existence and operation of the System; to receive the income derived from the investments of the monies contained therein subject to the provisions of the General Bond Indenture; and to make the transfers and payments required to be made therefrom in accordance with the General Bond Indenture.

If on or before the twenty-fifth (25th) day of any month, there has been made the required deposits, transfers or payments required under the heading "Collection and Disposition of Revenues" below, from any source, then the Authority shall be relieved from the obligation to deposit the Gross Revenues as received into the Revenue Fund until such time as (i) on the twenty-fifth (25th) day of any month the deposits, transfers or payments referenced above have not been made, or (ii) there exists an Event of Default under the Indenture pursuant to (a) or (b) under the heading "Events of Default" (a payment default), at which time such obligation to deposit the Gross Revenues as received into the Revenue Fund shall be reinstated until such time as there is on the twenty-fifth (25th) day of any month, on deposit in the Bond Fund the required balance in such Accounts and the Event of Default pursuant to (a) or (b) under the heading "Events of Default" (a payment default) no longer exists; provided however, with respect to any Variable Rate Bonds and for the purpose of satisfying the option of the Authority to transfer from the Revenue Fund or any other source to the Interest Account of the Bond Fund, by the 25th day of any month, the transfers required for the following month, the Authority shall base such transfer on the interest rate for the then current interest calculation period until such time as the interest rate for the next following interest calculation period is known, at which time the Authority shall make such transfers based on the actual interest rate with such adjustments as may be necessary.

The Stillwater Utilities Authority Bond Fund (the "Bond Fund"), and its corresponding Accounts shall be established in the Trustee and shall be used for the following purposes:

- (A) The Interest Account shall be used to receive the accrued interest, if any, received upon delivery of and payment for the bonds; to receive payments from the Authority or transfers from the Revenue Fund and the Sales Tax Fund or the Construction Fund to (i) reimburse the provider of any Credit Facility for draws made under the Credit Facility to pay interest on the Bonds, or (ii) to pay the interest on the bonds when due as set out under the heading "Collection and Disposition of Revenues"; to receive any investment income therefrom subject to the provisions of the General Bond Indenture, and retain said earnings in the Interest Account and utilize same to reduce required transfers into such account and to receive transfers from other accounts and to

utilize such transfers or income to reduce or eliminate the required transfers into the Interest Account; and to pay the interest on the bonds not paid by drawings under any Credit Facility as it becomes due and payable.

(B) The Principal Account shall be used to receive payments from the Authority or transfers from the Revenue Fund and the Sales Tax Fund or the Construction Fund (i) to reimburse the provider of any Credit Facility for draws made under the Credit Facility to pay principal on the Bonds, or (ii) to pay the principal on the bonds when due as set out under the heading "Collection and Disposition of Revenues"; to receive the investment income therefrom subject to the provisions of the General Bond Indenture and retain said earnings in the Principal Account and utilize same to reduce required transfers into such account and to receive transfers from other accounts and to utilize such transfers or income to reduce or eliminate the required transfers into said Principal Account; and to pay the principal of the bonds not paid by drawings under any Credit Facility as it becomes due and payable or subject to mandatory redemption.

(C) The Reserve Account shall be used to receive any Reserve Requirement, if any; to transfer the income from the investment of the monies in said Reserve in excess of the Reserve Requirement to the Principal and/or Interest Accounts of the Bond Fund subject to the provisions of the General Bond Indenture; to transfer any balance in excess of the Reserve Requirement to the Bond Fund and further to transfer monies to the Principal Account, the Interest Account, or any other account in the Bond Fund created by a Supplemental Indenture to prevent a default in the payment of principal or interest on the bonds or to prevent a default in the reimbursement of the provider of any Credit Facility for draws made under any Credit Facility; to receive the Reserve Requirement of any Additional Bonds; to pay the last maturing bonds of any series of bonds so long as the Reserve Requirement of the remaining Outstanding bonds is maintained in said Reserve; to transfer any monies in said Reserve in excess of the Reserve Requirement to the Construction Fund until completion of the Project and thereafter to the Principal and/or Interest Accounts of the Bond Fund. Except as otherwise provided pursuant to Supplemental Indentures, the Reserve Requirement for any series of bonds shall be held solely for the benefit of that series of bonds. The amount of any deficiency in the Reserve Requirement shall be restored by the Authority in no more than twenty-four (24) substantially equal, consecutive, monthly installments, as set forth in (A)(4) under the heading "Collection and Disposition of Revenues".

Collection and Disposition of Revenues

Except as permitted by the General Bond Indenture, the Gross Revenues shall be deposited, as received, into the Revenue Fund held by the Trustee. Sales Tax Revenue shall be deposited into the Sales Tax Fund in accordance with the General Bond Indenture.

(A) From the first revenues deposited in the Revenue Fund and Sales Tax Fund each month, as soon as possible, the Trustee shall make the following transfers or payments in the listed order of priority:

- (1) Pay the Operation and Maintenance Expenses of the System either directly or reimburse the City for the payment of such Operation and Maintenance Expenses, but in either case, only upon claims approved by the Authority.
- (2) On or before the 25th day of each month transfer to the Interest Account of the Bond Fund an amount equal to one-sixth (1/6th) of the interest due and payable on the bonds on the next succeeding semi-annual interest payment date for each series of bonds (less any accrued interest or interest capitalized from bond proceeds and held in the

Interest Account therefor), or such amount as is necessary to pay monthly interest due on the bonds to the extent interest is due on the bonds monthly.

- (3) On or before the 25th day of each month transfer to the Principal Account of the Bond Fund an amount equal to one-twelfth (1/12th) of the principal due and payable on the bonds on the next succeeding annual principal payment or mandatory redemption date for each series of bonds, or such amount as is necessary to pay monthly principal due on the bonds to the extent principal is due on the bonds monthly.
- (4) On or before the 25th day of each month transfer to the Reserve Account of the Bond Fund any amounts necessary to satisfy any deficiency in any applicable Reserve Requirement as may be set forth in a Supplemental Indenture, by equal monthly transfers within twenty-four (24) months from the creation of such deficiency.
- (5) After payment of those amounts set forth in Section (A)(1) through (4) above, any remaining monies in the Revenue Fund shall be returned to the Authority and thereafter may be used by the Authority for any lawful purpose and any monies remaining in the Sales Tax Fund may be used by the Authority for any authorized purpose for which the Sales Tax Ordinance was voted.

Any surplus monies contained in the Principal or Interest Accounts either through interest earnings or otherwise shall act as a credit, thus reducing the next required monthly transfer to said Account by the amount of such surplus.

(B) If there are insufficient monies in the Revenue Fund in any month to make the required transfer as set out in (A) above, then the monies in the Sales Tax Fund shall be used to complete any required transfers from the Revenue Fund.

Any monies remaining in the Sales Tax Fund on the last day of each month after the required transfers have been made as set out in (A) above may be used by the Authority for any authorized purpose for which the Sales Tax Ordinance was voted.

Subordinated Indebtedness

Notwithstanding any provision contained in the General Bond Indenture to the contrary the Authority may at any time or from time to time, issue evidences of Subordinated Indebtedness without limitation as to amount, the payment of the debt service requirements on which and the lien on the Trust Estate is subordinate to the requirements of the Authority to pay the debt service requirements on the Bonds.

Investments

Monies contained in the Construction Fund, the Revenue Fund, the Sales Tax Fund, and the Bond Fund (including the Interest Account, the Principal Account and the Reserve Account), shall be continuously invested and reinvested by the Trustee in Authorized Investments, as may be directed by the Authority, that shall mature not later than the respective dates, as estimated, when the monies in said funds and accounts shall be required for the purposes intended.

Depository of Monies and Security for Deposits

The funds and accounts of the Authority created under the Indenture shall be maintained with the Trustee and in any Supplemental Indenture authorizing Additional Bonds. Such funds and accounts shall

be special trust accounts for the benefit of the holders of the bonds from time to time Outstanding and shall not be subject to lien or attachment by any creditors of the Authority or the Trustee.

Credit Facility Accounts

The Authority is authorized to establish with the Trustee pursuant to Supplemental Indentures any account(s) or fund(s) in connection with any particular series of bonds to receive, invest, administer and pay out any monies received from drawings under a Credit Facility for payment of that Series of Bonds and further prescribe the manner of payment and administration of the collection from any Credit Facility.

Rates, Fees and Charges

The Authority shall promptly prescribe, charge and revise from time to time as the need therefor arises, or cause such to be done, and shall collect rates, fees and charges as may be necessary or proper in order that the Gross Revenues plus the Sales Tax Revenues will at all times be adequate to pay (i) all Operation and Maintenance Expenses; (ii) 125% of the annual principal and interest requirements on the bonds for that year; (iii) the amount necessary, if any, to restore that balance of the Reserve Account to the Requirement Requirements for the Bonds; and (iv) 100% of the annual principal and interest requirements on Subordinated Indebtedness (collectively, the "Rate Covenant"). Net Revenues Available for Debt Service shall be sufficient at all times to comply in all respects with the terms and provisions of the Indenture. Proceeds of borrowings, condemnation, insurance (other than business interruption insurance), sale or disposition shall not be considered Gross Revenues for purposes of the Rate Covenant. The Authority agrees to receive and prepare annual reports reflecting that the rates, fees and charges described herein are sufficient so as to meet the requirements of this section for the past twelve-month period. The Authority shall provide all Credit Facility Providers with a copy of each such report prepared.

In the event that Net Revenues Available for Debt Service are not sufficient to satisfy the Rate Covenant for such period, then the Authority shall within ninety (90) days, adopt an increase in rates, fees and charges that will cause the Authority to be in compliance with the Rate Covenant expressed in this section. Upon failure to do so, the Authority shall employ a licensed financial advisor or an independent consulting engineer to conduct a rate study and make recommendations to the Authority necessary to comply with the Rate Covenant and the Authority shall implement the recommendations of said licensed financial advisor or consulting engineer within sixty (60) days from receipt of said report. Copies of every schedule of charges, and revisions thereof, prescribed or adopted by the Authority shall be promptly provided to any requesting holder of Outstanding Bonds and the provider of any Credit Facility.

Events of Default

Each of the following events is hereby declared an "Event of Default":

- (a) The interest on any bond is not paid punctually when due; or
- (b) The principal of and premium, if any, on any bond is not paid punctually when due, whether at the stated maturity thereof, or upon proceedings for redemption or prepayment thereof, or upon the maturity thereof by declaration; or
- (c) The Indenture be terminated or for any reason be declared invalid or unenforceable by or against the Authority; or

(d) If an order, judgment or decree shall be entered by any court of competent jurisdiction (1) appointing a receiver, trustee, or liquidator for the Authority or the whole or any substantial part of the System, (2) approving a petition filed against the Authority under the provisions of Chapter 9 of Title 11 of the United States Code, as amended (the “Bankruptcy Code”), (3) granting relief substantially similar to that afforded by said Chapter 9, or (4) assuming custody or control of the Authority or of the whole or any substantial part of the System under the provision of any law for the relief or aid of debtors and such order, judgment or decree shall not be vacated or set aside or stayed (or, in case custody or control is assumed by said order, such custody or control shall not be otherwise terminated), within sixty days from the date of the entry of such order, judgment or decree; or

(e) If the Authority or the City shall (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy or seeking a composition of indebtedness, (3) make an assignment for the benefit of its creditors, (4) consent to the appointment of a receiver of the whole or any substantial part of the System, (5) file a petition or an answer seeking relief under any amendment to said Bankruptcy Code which shall give relief substantially the same as that afforded by said Chapter 9, or (6) consent to the assumption by any court of competent jurisdiction under the provisions of any other law for the relief or aid of debtors of custody or control of the Authority, the City or of the whole or any substantial part of the System; or

(f) Default by the Authority in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the bonds, the Lease Agreement, the Sales Tax Agreement or in the Indenture on the part of the Authority to be performed, and such default shall continue for 90 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of not less than twenty-five percent (25%) in principal amount of the bonds then Outstanding; or

(g) The Trustee shall have received written notice from the issuer of a Credit Facility of the occurrence of an event of default under such Credit Facility or the Credit Agreement; or

(h) An event of default shall occur under any of the documents securing any Additional Bonds secured on a parity basis pursuant to a Parity Agreement.

Remedies

Upon the occurrence of an Event of Default, the Trustee and the Bondholders and the issuer of any applicable Credit Facility shall have all the rights and remedies at law or equity as may be allowed by law or the Indenture, including but not limited to, suit for specific performance of any or all of the covenants of the Authority contained in the Indenture or in the bonds; acceleration of the payment of principal of and interest accrued on all bonds subject to the provisions set forth under the heading “Acceleration: Annulment of Acceleration”; appointment of temporary trustees to take over, operate and maintain the System on a profitable basis and ensure the payment of the principal of and interest on the bonds and any additional parity bonds; or suit at law or equity to enforce or enjoin the action or inaction of parties under the provisions of the Indenture. Notice of the occurrence of an Event of Default shall be given to each registered owner of Bonds and any Credit Facility Provider.

Acceleration; Annulment of Acceleration

(a) Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the holders of not less than fifty-one percent (51%) of the aggregate principal amount of bonds

Outstanding or the direction of all Credit Facility Providers shall, by notice in writing to the Authority and the City, declare the bonds then Outstanding immediately due and payable, and such bonds shall become and be immediately due and payable, anything in such bonds or in the Lease Agreement, the Sales Tax Agreement, or the Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the bonds an amount equal to the principal amount of all such bonds then Outstanding plus all interest accrued thereon and which will accrue thereon to the date of payment; provided, however, that no Event of Default shall cause an acceleration of Bonds to be made except with the prior written concurrence of all the Credit Facility Providers, if any.

(b) At any time after the principal of the bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, the Sales Tax Agreement, or the Lease Agreement, the Trustee may annul such declaration and its consequences with respect to any bonds not then due by their terms if: (i) monies shall have been deposited with the Trustee sufficient to pay all matured installments of interest and principal or redemption price (other than principal then due only because of such declaration) of all bonds; (ii) monies shall be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; (iii) all other amounts then payable by the Authority under the Indenture, the Sales Tax Agreement, or the Lease Agreement shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; (iv) the Credit Facility(s) securing the payment of the bonds so accelerated shall have been fully reinstated, and (v) every Event of Default known to the Trustee (other than a default in the payment of the principal of such bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Appointment of Receiver

The Trustee or upon written request of the holders of not less than 51% in aggregate principal amount of the Bonds at the time Outstanding or the issuer of a Credit Facility shall be entitled at its option and election and without prior notice to or demand upon the Authority to have or cause to be appointed a receiver for the Authority to take over, operate and maintain the System on a profitable basis and ensure the payment of the principal of and interest on the bonds and any additional parity bonds.

Insufficiency; Application of Monies

Anything in the General Bond Indenture to the contrary notwithstanding, if at any time the monies held by the Trustee and available for such purpose shall not be sufficient to pay the interest on or the principal of the bonds as the same shall become due and payable (either by their terms, mandatory redemption or by acceleration of maturities), such monies together with any monies then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in the General Bond Indenture or otherwise, shall be applied to accrued fees and expenses of the Trustee and then as follows:

(a) Unless the principal of all the bonds shall have become or shall have been declared due and payable, all such monies shall be applied:

FIRST To the payment to the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment thereof, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or

preference except as to any difference in the respective rates of interest specified in the bonds;

SECOND To the payment to the persons entitled thereto of the unpaid principal of any of the bonds which shall have become due and payable (other than bonds called for redemption for the payment of which monies are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on the principal amount of such bonds due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the bonds and their interest thereon, then to the payment thereof ratably, according to the amount of the interest due on such date, and next to the payment of the principal ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

THIRD To the payment of the interest on and the principal of the bonds, to the purchase and retirement of bonds and to the redemption of bonds, all in accordance with the provisions of the Indenture.

(b) If the principal of all the bonds shall have become or shall have been declared due and payable, all such monies shall be applied to the payment of the principal and interest then due and unpaid upon the bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any bond over any other bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preferences except as to any difference in the respective rates of interest specified in the bonds.

(c) If the principal of all the bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the bonds shall later become or be declared due and payable, the monies then remaining in and thereafter accruing shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, such money shall be applied by the Trustee at such times and from time to time as the Trustee in its sole discretion shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. The deposit of such money with the Trustee, or otherwise setting aside such money, in trust for the proper purpose shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to the Authority, to any Bondholder or to any other person for any delay in applying any such money, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of the Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the holder of any unpaid bond until such bond shall be surrendered to the Trustee for appropriate endorsement, or for cancellation if fully paid.

51% of Bondholders Control Proceedings

If an Event of Default shall have occurred and be continuing, notwithstanding anything in the Indenture to the contrary, and upon receipt of the Trustee of indemnification satisfactory to it for all costs

and expenses, including attorneys fees and expenses, the holders of at least fifty-one percent (51%) of the aggregate principal amount of bonds then Outstanding (or in the case of an Event of Default in (g) under the heading “Events of Default”, the issuer of the applicable Credit Facility) shall have the right, at any time by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of the Indenture, provided the direction is in accordance with law and the provisions of the Indenture and, in the sole judgment of the Trustee, is not unduly prejudicial to the interest of the Trustee or Bondholders not joining in the direction or the issuer of any Credit Facility, and provided further, that nothing in this section shall impair the right of the Trustee in its discretion to take any other action under the Indenture which it may deem proper and which is not inconsistent with the direction by Bondholders.

Individual Bondholder Action Restricted

No holder of any bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust thereunder or for any remedy under the Indenture, except as specifically provided in the Indenture.

Amendment Without Bondholder Consent

The Trustee and the Authority, with approval by the City and (except in the case of provisions of the General Bond Indenture), all Credit Facility Providers, may, from time to time and at any time, without the consent of the holders of any of the bonds, amend the General Bond Indenture or enter into indentures supplemental hereto which, in the reasonable opinion of the Trustee shall not be inconsistent with the terms and provisions of the General Bond Indenture for any of the purposes heretofore specifically authorized in the Indenture.

Amendment Upon Approval of 51% of Bondholders

The provisions of the Indenture may be amended by the Authority in any particular with the written consent of all Credit Facility Providers and the holders of not less than 51% of the aggregate principal amount of bonds then Outstanding which would be adversely affected by the amendment; provided that for this purpose the issuer of any Credit Facility shall be considered to be the holder of the bonds it secures and provided, further, that no such amendment may be adopted which decreases the percentage of bonds required to approve an amendment, nor which permits a change in the date of payment of the principal of any bonds or of any redemption price thereof or the rate or rates of interest thereon, or the creation of a lien upon the Authority’s interest in the Trust Estate or a pledge of revenues superior to the lien or pledge created by the Indenture or a priority of any bond over any other bond, without the consent of all the Bondholders.

Defeasance

Bonds or interest installments for the payment or redemption of which monies or certain Government Obligations as set out below shall have been set aside and shall be held in trust by the Trustee (through the deposit by the Authority of funds for such payment or redemption or otherwise) at maturity or a date set for redemption by the Authority shall be deemed to have been paid within the meaning and with the effect expressed in the General Bond Indenture. All Outstanding bonds or any series of bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the General Bond Indenture: (a) in case any of said bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to give to the Bondholders, in accordance with the procedures prescribed in the General Bond Indenture, notice of redemption of such bonds on said date; (b) there shall be sufficient monies or Government Obligations, the principal of and interest on which when due will provide monies which shall

be sufficient to pay when due the principal or redemption price on and interest due at the maturity or redemption date thereof, as the case may be; and (c) in the event said bonds are not by their terms subject to redemption within the next succeeding 90 days the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to give notice, as soon as practicable, that the deposit required by (b) above has been made with the Trustee and that said bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which monies are to be available for the payment of the principal or redemption price of said bonds.

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**SUMMARY OF CERTAIN PROVISIONS OF THE
AMENDED LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT**

The City of Stillwater, Oklahoma (referred to as the “Lessor”) and the Stillwater Utilities Authority (referred to as the “Authority”) entered into an Amended Lease Agreement and Operation and Maintenance Contract dated as of March __, 2025, whereby the Lessor did demise and lease unto the Authority the following property, real or personal or both, owned by or under the control of the City as follows:

(1) The real property described in Exhibit A which is attached thereto and incorporated herein by reference;

(2) All of the presently existing water, sanitary sewer, solid waste disposal, and electric systems of the City and all appurtenances thereof presently belonging to the City, or under its custody, management or control, located within and without the corporate limits of the City, together with the rights-of-ways, licenses, easements, permits to take and use ground water and other rights and privileges appertaining or related thereto;

(3) The real estate currently owned and utilized by the City for the operation of the existing water, sanitary sewer, solid waste disposal, and electric systems;

(4) All interest of the City in and to all unexpired leases and contracts heretofore or hereafter executed by the City pertaining to all or any part of said Facilities, including revenue and income to be received therefrom and retained by the City;

(5) All interest of the City in and to proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits from the Facilities of the City; and

(6) All property, real, personal or mixed, together with all rights and privileges, appertaining or related thereto which hereafter may be acquired by or in the name of the City for use in connection with furnishing of water, sanitary sewer, solid waste disposal, and electric services to persons, firms, corporations and others within and without the corporate limits of the City; it being the intention of this paragraph that any of the foregoing, including income therefrom, immediately upon its acquisition shall be a part of the property demised and leased hereunder.

Term

The Lease extends for a term of one hundred (100) years commencing March __, 2025, and ending June 30, 2124. Provided, that such term shall be extended beyond one hundred (100) years until all indebtedness payable from the Trust Estate, whenever issued, issued by the Authority and secured by the Trust Estate or payable from revenues derived therefrom, has been retired and paid or provision for the payment thereof has been made, as provided in the Lease.

Covenants of the City as Lessor

(1) To furnish for distribution through the Facilities a supply of water adequate to meet the demand of the users of the Facilities;

(2) To impose or approve such rates, fees and charges which shall be sufficient to satisfy all the provisions of any indenture or other instrument securing and providing for the payment of any indebtedness incurred by the Authority, including the establishment of and maintenance of any funds, reserves or accounts required pursuant to any indenture or other instrument securing such indebtedness;

(3) In accordance with the uniform rates, fees and charges to each and every user of the Facilities and the services thereof, and if legal, to enforce payments of said rates, fees and charges by termination of water, sanitary sewer, solid waste disposal, electric, or other services to users delinquent in payment of the rates, fees and charges, and, in addition, by any other legally available means; The City will not permit any free use of any of the Facilities of the Trust Estate;

(4) Not to commit or allow any waste with respect to any of the Facilities;

(5) To comply faithfully and fully with and abide by every statute, rule, order and regulation now in force or hereafter enacted by any competent government agency or authority with respect to or affecting the Facilities or the operation and maintenance thereof, and to keep the Facilities and the Revenues and all parts thereof free from judgments, mechanic's and materialmen's liens and free from all other mortgages, liens, claims, demands and encumbrances of whatever nature or character to the end that the priority of the pledge provided for in any indenture or other instrument properly entered into by the Authority may at all times be maintained and preserved free from any claim or liability. The provisions set out in this paragraph (6) of this Section 2 shall not prevent the transfer or possession or control of the Trust Estate or any part thereof to temporary trustees or a receiver for operation therein in accordance with the provisions of any indenture or other instrument securing the payment of any indebtedness incurred by the Authority;

(6) To carry, as long as any indebtedness of the Authority secured by a pledge of the Authority's leasehold interest in the Facilities and the Revenues therefrom are outstanding, the insurance required to be carried by the Authority under the terms of any indenture or instrument relating to such indebtedness and to apply the proceeds of any such insurance in accordance with the terms of such indenture, indentures or other instrument;

(7) To keep proper books of record and account of all transactions relating to the Trust Estate in accordance with the terms established by the Authority and to cause statements and audits to be furnished to the Authority and other designated parties in accordance with the terms to be provided for by the Authority;

(8) To promptly institute and diligently prosecute appropriate proceedings in eminent domain for the condemnation of lands or interest therein necessary for the construction or acquisition of any improvement or betterment to or extension of the properties of the Trust Estate which has been approved by the governing body of the City, the costs and expenses of such proceedings and the award of damages as a result thereof to be paid by the Authority unless otherwise agreed to by the parties hereto, title to all such property to be taken in the name of the City and upon acquisition to become part of the properties leased to the Authority hereunder and to be included in the Trust Estate;

(9) The City and the Authority will agree at any time to amend this Agreement to transfer the responsibility of operation and maintenance of the Facilities or any part thereof from the Authority to the City; provided, that the City hereby agrees that the Authority may provide for the operation and maintenance of the Facilities by a temporary trustee or a receiver in the event there is a default under any indenture or other instrument securing indebtedness incurred by the Authority; and in such event, the City will cooperate fully with such provisions; and

(10) To be bound by and keep and perform all covenants, acts and things by it to be kept and performed according to the true intent and meaning of any indenture or instrument executed by the Authority, the Trust Indenture and this Agreement.

Covenants of the Authority as Lessee

(1) To procure financing and to expend the proceeds thereof for the maintenance and expansion of the water and/or sanitary sewer and/or solid waste disposal and/or electric systems and to procure financing in the future for other approved projects as shall be mutually agreeable by the parties;

(2) To fix, with the consent of the City, a schedule of uniform and non-discriminatory rates, fees and charges for the use of the Facilities and for services supplied by the Facilities such as will provide in any year revenues sufficient to pay monthly debt service requirements including the principal of and interest on all indebtedness incurred by the Authority including the establishment of and maintenance of any funds, reserves or accounts required pursuant to any indenture or other instrument securing such indebtedness;

(3) To adjust the rents, rates, fees and charges for the services supplied by the use of the Facilities to reflect uniform changes in such rents, rates, fees and charges requested from time to time by ordinance or resolution of the governing body of the City, provided that such adjustments and changes in such rents, rates, fees and charges do not in any way impair the ability of the Authority to comply fully with any covenant contained in any indenture or other instrument securing indebtedness of Authority;

(4) From the Revenues of the Facilities paid by the City to the Authority as hereinafter provided, to maintain and operate in first class condition, keep in good repair and make necessary replacements, extensions and improvements of the Facilities and from said Revenues to protect and hold the City harmless from damages due to injury to persons or property arising by reason of the Authority's operation, maintenance, repair, replacement, extension and improvement of the Facilities;

(5) To submit to the City each month during the term of this Agreement an itemized statement of all costs and expenses of operation, maintenance, repairs, replacements, extensions and improvements of the Facilities including the cost of holding the City harmless from damages to persons or property.

(6) To bill and collect all rates, charges and fees on a monthly basis, derived from the operation of the Facilities, and deposit same in a trustee or depository bank in the manner as may specifically be set out in any indenture or other instrument securing any indebtedness incurred by the Authority;

(7) To receive the monies transferred to it by the City or by direction of the City each month and to use said monies to pay all costs and expenses of operation, maintenance, repairs, replacements, extensions and improvements of the Facilities, including the cost of water and other related fees and expenses and the cost of holding the City harmless from damages to persons or property;

(8) To incur only such indebtedness secured by the Trust Estate as may be authorized in the Trust Indenture creating the Authority and as may be approved from time to time by ordinance or resolution of the governing body of the City;

(9) To do all things necessary and proper to perform the purposes of the Trust within the scope of the powers and duties set forth in the Trust Indenture and within the scope of any indenture or other instrument securing the payment of any indebtedness incurred by the Authority, including the payment of principal, interest and the accumulation of reserve requirements as may be provided for in such indenture or other instrument securing same;

(10) To do any and all things required to be done by it under the terms of this Agreement, and cooperate with the City to the end that the Facilities may be efficiently operated and maintained.

SUMMARY OF CERTAIN PROVISIONS OF THE SALES TAX AGREEMENT

The following excerpts from the Sales Tax Agreement dated as of March 1, 2025 (the “Sales Tax Agreement”), by and between the Authority and the City do not purport to be complete and for the complete provisions reference is made to the Sales Tax Agreement for the meaning of all defined terms.

WHEREAS, the City adopted Ordinance No. 1835, as may be amended from time to time (collectively, the “Sales Tax Ordinance”), which levied and assessed a one percent (1.0%) excise tax, to be used for the purpose of acquiring, constructing, extending and equipping additions and improvements to the water, sanitary sewer, solid waste disposal and/or electric systems of the City (collectively referred to as the “System”); and

WHEREAS, the Sales Tax Ordinance was approved by a majority of the qualified voters of the City voting at an election held for such purpose; and

WHEREAS, the revenues generated pursuant to the Sales Tax Ordinance (equal to a one percent (1.0%) excise tax) shall be referred to herein as the “Sales Tax Revenue”; and

The Sales Tax Agreement has been entered into in order to secure the Series 2025A Bonds and all future obligations issued on a parity therewith. The Sales Tax Agreement provides that the monies received from the Oklahoma Tax Commission by the City each month shall be deposited in a special account established in the General Fund of the City. The City agrees to appropriate each year the amount of money generated pursuant to the Sales Tax Ordinance, i.e. the Sales Tax Revenue, said amount to be paid over as received for immediate deposit in a bank or banks as designated by the Authority, in an account to be established entitled the “Stillwater Utilities Authority Sales Tax Fund” (the “Sales Tax Fund”). The parties to the Sales Tax Agreement acknowledge, and the Authority pledges, the Sales Tax Revenue to the Trustee for the purpose of paying debt service on the Series 2025A Bonds and on other debt obligations issued on a parity therewith, and other payments required by the Indenture. The Sales Tax Revenue is to be utilized in the manner and for the purposes set out in the Indenture, which purposes it is hereby acknowledged are consistent with the authorized uses of said Sales Tax Revenue as set out in the Sales Tax Ordinance.

Notwithstanding anything in the Sales Tax Agreement to the contrary, upon the occurrence of an Event of Default as defined in the Indenture, or upon any event of default described in the other documents securing the Series 2025A Bonds or any obligations issued on a parity therewith, and upon demand of the Trustee, the Sales Tax Fund shall be established in the Trustee and the bank or banks theretofore holding said Sales Tax Fund shall transfer the entire balance of the Fund to the Trustee. The Authority shall thereafter, until such Event of Default is cured to the satisfaction of the Trustee, deposit the Sales Tax Revenue as received into the Sales Tax Fund held by the Trustee. This covenant is the essence of the transaction and may be specifically enforced.

It has been acknowledged that under Oklahoma Law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made in the Sales Tax Agreement by the City shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year until such time as the principal of and interest on the Series 2025A Bonds and any obligations issued on a parity therewith have been paid; provided that the payment of the sales tax monies as set out therein is subject to annual appropriation by the City, and provided further that since the levy, collection and use of the Sales Tax Revenue was approved by a majority of the voters voting at an election held for such purpose, the voters have the power to revoke the same. The Series 2025A Bonds and any obligations issued on a parity with the Series 2025A Bonds, all as issued from time to time by the Authority shall in no way be or become an obligation of the City.

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APPENDIX E

**FORMS OF OPINIONS OF
BOND COUNSEL AND SPECIAL TAX COUNSEL**

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March __, 2025

Stillwater Utilities Authority
Stillwater, Oklahoma

We have examined a record of proceedings pertaining to the issuance of \$_____ Stillwater Utilities Authority Utility System and Sales Tax Revenue Bonds, Series 2025A (the “Bonds”), being issued as fully registered bonds in denominations of \$5,000 each or any integral multiple thereof maturing on the dates and in the amounts, and bearing interest payable semi-annually on each April 1 and October 1, commencing October 1, 2025, at the rates per annum, all as set forth in the hereinafter-described Indenture.

The Bonds have been issued by the Stillwater Utilities Authority (the “Issuer”), a public trust created and existing for the benefit of the City of Stillwater, Oklahoma (the “City”), pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 *et seq.*, as amended and supplemented (the “Act”), and an Amended Trust Indenture dated as of October 7, 2024 (the “Trust Indenture”), and in accordance with the provisions of a General Bond Indenture dated as of March 1, 2025, as supplemented and amended by a Series 2025A Supplemental Bond Indenture dated as of March 1, 2025 (collectively referred to herein as the “Indenture”), by and between the Issuer and BOKF, NA, as trustee (the “Trustee”), for the purpose of providing funds to (i) refinance the Issuer’s Utility System and Sales Tax Revenue Bonds, Series 2014A dated August 12, 2014, in the original principal amount of \$61,830,000.00, (ii) fund a reserve requirement for the Bonds, and (iii) pay certain costs of issuing the Bonds. Defined terms used herein and not otherwise defined shall have the meanings given said terms in the Indenture.

The Bonds are subject to redemption prior to stated maturity, at the redemption prices, for the reasons, and in the manner set out on the face thereof, and as prescribed by the Indenture.

The Bonds are not a liability or indebtedness, general or special, of the City, the State of Oklahoma (the “State”) or any political subdivision thereof, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds. The Bonds are not general obligations of the Issuer (which has no taxing power), but are limited and special revenue obligations of the Issuer payable solely from: (i) the right, title and interest of the Issuer in and to the Gross Revenues of the

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System, (ii) the right, title and interest of the Issuer in and to the Sales Tax Agreement and the Sales Tax Revenue derived pursuant thereto, (iii) the right, title and interest of the Issuer in and to the Lease Agreement, (iv) the right, title and interest of the Issuer in and to the System, (v) all proceeds from the sale of the Bonds, and (vi) all funds and accounts created under the Indenture (except the Rebate Fund).

We further advise that the Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements that must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds be and remain excludable from gross income for Federal income tax purposes under Section 103 of the Code. The Tax Certificate (the "Tax Certificate") of the Issuer and the City, which will be delivered concurrently with the delivery of the Bonds, contains provisions and procedures relating to compliance with the requirements of the Code. The Issuer and the City, in executing the Tax Certificate, have covenanted that they will at all times perform all acts and things necessary or appropriate under any valid provision of law to ensure that interest on the Bonds shall not be included in gross income for Federal income tax purposes under the Code. Noncompliance by the Issuer or the City with the provisions of the Tax Certificate may require inclusion in gross income of the recipients of interest on the Bonds retroactive to the date of issuance of the Bonds, regardless of when such noncompliance occurs.

In preparation for rendering the opinion expressed hereinbelow, we have examined, among other things, (i) the Constitution and laws of the State, including the Act, (ii) the Charter and as necessary, the ordinances of the City, (iii) the Trust Indenture, (iv) certified copies of the proceedings of the Trustees of the Issuer relative to the adoption of the resolution authorizing the issuance and sale of the Bonds, (v) certified copies of the proceedings of the governing body of the City approving the issuance and sale of the Bonds by the Issuer, (vi) executed originals or certified copies of the Indenture, the Sales Tax Agreement and the Lease Agreement; and (vii) the executed and authenticated Bond No. R-1 with respect to the Bonds. We have also examined the Code and applicable court decisions and proofs of such other proceedings, documents and instruments as we have deemed relevant to the authorization, issuance and sale of the Bonds.

As to questions of fact material to our opinion, we have relied upon the representations of the Issuer contained in the Indenture and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing under the laws of the State of Oklahoma with the corporate power to enter into the Indenture, perform the agreements on its part contained therein and issue the Bonds.
2. The Issuer has good right and lawful authority under the Trust Indenture and the Act to undertake the new Projects being financed with a portion of the proceeds of the Bonds.
3. The Bonds have been validly authorized, sold and issued by the Issuer under the provisions of the Act and the Indenture in the manner and for the purposes stated hereinabove.

4. The Lease Agreement between the City and the Issuer has been delivered by the duly authorized officers of both the Issuer and the City and is a valid, binding and enforceable obligation of the parties thereto in accordance with its terms and has been assigned and pledged with all the interest of the Issuer therein, under the Indenture as additional security for the Bonds.

5. The Sales Tax Agreement between the City and the Issuer pertaining to certain Sales Tax Revenue described therein has been delivered by the duly authorized officers of both the Issuer and the City and is a valid, binding and enforceable obligation of the parties thereto in accordance with its terms and has been assigned and pledged with all the interest of the Issuer therein, under the Indenture as additional security for the Bonds.

6. The Indenture has been duly and lawfully authorized and executed by the Issuer, has been delivered by the duly authorized officers of both the Issuer and the Trustee, is in full force and effect and is valid, binding and enforceable in accordance with its terms. The Indenture creates a valid pledge of and lien upon the Trust Estate (as such term is defined in the Indenture), all as more fully set forth in the Indenture.

7. The Bonds have been duly authorized and issued and are special and limited revenue obligations of the Issuer payable solely from the sources and in the manner described in the Indenture and said Bonds are valid and binding in accordance with their terms.

8. The Bonds are not an indebtedness, general or special, and shall never become a liability or obligation, legal or moral, of the State or any political subdivision thereof, the City or any individual trustee of the Issuer and neither the faith and credit nor the taxing power of the State or any political subdivision thereof or the City is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

9. Under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes, and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinion described above assumes the accuracy of certain representations and compliance by the Issuer with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds. Interest on the Bonds may affect the federal alternative minimum tax imposed on certain corporations.

10. Interest on the Bonds is exempt from State of Oklahoma income tax.

11. The form of the Bonds and their execution are regular and proper.

Except as stated in paragraphs 9 and 10 above, we express no opinion regarding any other Federal or state or local tax consequences with respect to the Bonds. We render our opinion under existing statutes and court decisions as of the issue date. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from

gross income for Federal income tax purposes of interest on the Bonds, or under state and local tax law.

In rendering this opinion, we advise that the rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture and the Sales Tax Agreement, as well as other instruments related thereto, may be limited by and subject to laws and judicial decisions, enacted now or hereafter enacted or decided, relating to bankruptcy, reorganization, moratorium, liquidation, readjustment of debt, insolvency, or other similar laws affecting creditors' rights and remedies, and also may be limited by and subject to the exercise of judicial discretion in accordance with general principles of equity. In rendering the foregoing opinions regarding Federal income tax treatment of interest on the Bonds, we have relied upon and assumed (i) the material accuracy of the representations, statements of intention and reasonable expectations, and certifications of fact contained in the Tax Certificate of the Issuer and the City; and (ii) continuing compliance by the Issuer and the City with the covenants set forth in such Tax Certificate as to such matters. We also have relied upon the opinion of Kutak Rock LLP to the effect that, subject to certain qualifications, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes, and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. We do not undertake to advise you of matters which may come to our attention subsequent to the date hereof which may affect our legal opinions and conclusions expressed herein, and we bring to your attention the fact that our legal opinions and conclusions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

March __, 2025

Stillwater Utilities Authority
Stillwater, Oklahoma

The Public Finance Law Group PLLC
Oklahoma City, Oklahoma

[\$45,560,000]
STILLWATER UTILITIES AUTHORITY
(Stillwater, Oklahoma)
Utility System and Sales Tax Revenue Bonds, Series 2025A

We have acted as Special Tax Counsel in connection with the issuance on this date by the Stillwater Utilities Authority (the “Issuer”) of its above-captioned bonds (the “Bonds”). The Bonds are issued and secured pursuant to a General Bond Indenture dated as of _____ 1, 2025, as supplemented and amended by the Series 2025A Supplemental Bond Indenture dated as of February 1, 2025 (collectively, the “Indenture”), by and between the Authority and BOKF, NA, Oklahoma City, Oklahoma, as trustee (the “Trustee”). The Bonds have the terms and conditions as set forth in the Indenture.

For the purposes of this opinion, we have examined certain documents included in the transcript of proceedings relating to the issuance of the Bonds, including the Indenture and the Tax Compliance Certificate relating to the Bonds (the “Tax Certificate”) and such other documents and certificates, including certain of those relating to bonds and notes refunded with proceeds of the Bonds and certifications and representations made by (a) Stifel, Nicolaus & Company, Inc., as representative underwriter of the Bonds (the “Representative Underwriter”); (b) BOK Financial Securities, Inc., as financial advisor to the Issuer in connection with the issuance of the Bonds (the “Financial Advisor”); and (c) the Issuer, and such matters of federal tax law as we consider necessary in order to render this opinion.

As to questions of fact material to our opinion, we have relied upon covenants and representations of the Issuer contained in the Indenture and the Tax Certificate 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.

We also have relied upon the opinion, dated this date, of The Public Finance Law Group PLLC, as Bond Counsel, with respect to the due authorization, execution and delivery of the Bonds and all documents, instruments and certificates by the Issuer in connection therewith and that the Bonds constitute legal, valid and binding special obligations of the Issuer under the laws of the State of Oklahoma.

We have assumed (i) the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic

copies and the authenticity of the originals of such documents; (ii) the accuracy of the statements of fact contained in such documents, instruments and certificates; and (iii) the correctness of the opinion of Bond Counsel.

Under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals. The opinion described above assumes the accuracy of certain representations and compliance by the Issuer with covenants designed to satisfy the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Bonds. Interest on the Bonds may affect the federal alternative minimum tax imposed on certain corporations.

In rendering this opinion, we have relied on the opinion of Bond Counsel referred to above with respect to all matters set forth in such opinion and we have assumed the completeness and accuracy of all calculations prepared by the Issuer, the Representative Underwriter and the Financial Advisor in connection with the Tax Certificate. We have not been requested to, and accordingly we do not, render any opinion relating in any manner to the issuance of, or the validity of the proceedings taken in connection with the issuance of, the Bonds under the laws of the State of Oklahoma. For purposes of this opinion, our services as Special Tax Counsel have not extended beyond the examinations and expressions of the conclusions referred to above. The opinion expressed herein is based upon existing law as of the date hereof and we express no opinion herein as of any subsequent date or with respect to any pending legislation.

Respectfully submitted,

Kutak Rock LLP

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated March __, 2025 (this “Disclosure Agreement”), is executed and delivered by Stillwater Utilities Authority (the “Authority”) and the City of Stillwater, Oklahoma (the “City”) in connection with the issuance by the Authority of its \$_____ Utility System and Sales Tax Revenue Bonds, Series 2025A (the “Bonds”). The Bonds are being issued pursuant to a General Bond Indenture dated as of March 1, 2025, as supplemented, and as supplemented and amended by the Series 2025A Supplemental Bond Indenture dated as of March 1, 2025 (collectively, the “Indenture”) by and between the Authority and BOKF, NA, Tulsa, Oklahoma, as trustee (the “Trustee”). Capitalized terms used but not otherwise defined herein shall have the meaning assigned thereto in the Indenture. The City has leased its presently existing and hereafter acquired municipal water, sanitary sewer, solid waste and electric systems (collectively, the “Systems”) to the Authority pursuant to an Amended Lease Agreement and Operation and Maintenance Contract dated as of March __, 2025 (the “Lease Agreement”), for a term extending to and including June 30, 2124, and so long thereafter as any indebtedness of the Authority secured by it remains outstanding. Pursuant to the terms of the Indenture, the Authority will make payments from the Net Revenues of the Systems and from Sales Tax Revenue received from the City pursuant to the Sales Tax Agreement, between the City and the Authority, dated as of March 1, 2025 (the “Sales Tax Agreement”), sufficient to pay the principal of, premium, if any, and interest on the Bonds when due; accordingly, each of the Authority and the City (even though the Bonds are not an indebtedness, liability, general or moral obligation of the City) is an “obligated person” for purposes of the Rule as defined in Section 2 below.

The Authority and the City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority and the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist each Participating Underwriter in complying with Rule 15c2 12(b)(5) of the Securities and Exchange Commission (the “Commission”). The Authority and the City represent that they will be the only “obligated person” (as defined in the Rule) with respect to the Bonds at the time the Bonds are delivered to each Participating Underwriter and that no other person presently is expected to become an obligated person with respect to the Bonds at any time after the issuance of the Bonds.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean the financial information and operating data provided by the City and the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“*Audited Financial Statements*” means the Authority’s annual financial statements (either the Authority’s financial statements prepared on a separate basis as presented in Appendix B to the Official Statement or as part of the City’s general purpose financial statements including the Authority as a “blended component unit” in accordance with the provisions of Governmental Accounting Standards Board Statement No. 14, “The Financial Reporting Entity”) and the City’s annual financial statements as presented in Appendix C to the Official Statement, in each case prepared on a prescribed basis of accounting that demonstrates compliance with budget laws of the State of Oklahoma, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State; provided, however, that the City and the Authority may from time to time, if required by Federal or State legal

requirements, modify the basis upon which their financial statements are prepared. Notice of any such modification shall be provided in the same manner as for a Listed Event under Section 5 of this Disclosure Agreement, and shall include a reference to the specific Federal or State law or regulation describing such accounting basis.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Dissemination Agent*” shall mean any entity designated by the City and the Authority to act as the Dissemination Agent hereunder and which has filed with the City and the Authority a written acceptance of such designation.

“*EMMA*” means the MSRB’s Electronic Municipal Market Access System. Reference is made to Commission Release No. 34-59062, December 8, 2008 (the “*Release*”) relating to the EMMA system for municipal securities disclosure effective on July 1, 2009.

“*Financial Obligation*” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “*Financial Obligation*” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*Listed Event*” shall mean any of the events listed in Exhibit B to this Disclosure Agreement with respect to the Bonds.

“*Listed Event Notice*” means notice of a Listed Event in Prescribed Form.

“*MSRB*” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“*Official Statement*” means the “final official statement,” as defined in the paragraph (f)(3) of the Rule, relating to the Bonds. The final official statement related to the Bonds is dated _____, 2025.

“*Participating Underwriter*” shall mean each broker, dealer or municipal securities dealer acting as an underwriter in any primary offering of the Bonds.

“*Prescribed Form*” means, with regard to the filing of Annual Report and notices of Listed Events with the MSRB at www.emma.msrb.org (or such other address or addresses as the MSRB may from time to time specify), such electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

“*Rule*” means Rule 15c2-12 promulgated by the Commission under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as in effect on the date of this Disclosure Agreement, including any official interpretations thereof.

“*State*” shall mean the State of Oklahoma.

Section 3. Provision of Annual Reports.

(a) The City and the Authority, as the “obligated persons” for purposes of the Rule, hereby agree to, or shall cause the Dissemination Agent to, not later than 10 months after the end

of the City's and Authority's fiscal year (presently July 1 through June 30), commencing with the report for the fiscal year ended June 30, 2025, provide to the MSRB in Prescribed Form the Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Audited Financial Statements of the City and the Authority may be submitted separately from the balance of the Annual Report and later than 10 months after the end of the City's and Authority's fiscal year if they are not available by that date. If Audited Financial Statements are not available within 10 months after the end of the preceding fiscal year, unaudited financial statements will be provided as part of the Annual Report with Audited Financial Statements to be provided within ten (10) business days after they become available. The Annual Report shall be provided at least annually notwithstanding a fiscal year longer than 12 calendar months. If the City's or Authority's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5 of this Disclosure Agreement.

(b) If the City or the Authority fails to provide an Annual Report to the MSRB by the date required in subsection (a), the City or the Authority shall send a notice of such failure to the MSRB by a date not in excess of ten (10) business days after the occurrence of such failure.

Section 4. Content of Annual Reports. The City and the Authority's Annual Reports shall contain or include by reference the following:

(a) An annual update of the financial and operating data of the City and the Authority, to the same extent as provided in those portions identified in Exhibit A hereto. Such information may be included in a single document such as the Audited Financial Statements of the City and the Authority. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any annual financial and operating data containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

(b) The Audited Financial Statements of the City and the Authority for the prior fiscal year (unless provided at a later date, as specified in Section 3(a) above), prepared in accordance with generally accepted accounting principles ("GAAP") as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided, however, that the City or the Authority may from time to time, if required by federal or State legal requirements, modify the basis upon which its financial statements are prepared. Notice of any such modification shall be provided in the same manner as for a Listed Event under Section 5 of this Disclosure Agreement, and shall include a reference to the specific federal or State law or regulation describing such accounting basis.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City, the Authority or related public entities, which are available to the public on EMMA or filed with the Commission. If the document included by reference is a final official statement, it must be available on EMMA. The City and the Authority shall clearly identify each such other document so included by reference.

Section 5. Disclosure of Listed Events. The City and the Authority hereby covenant that they will disseminate in a timely manner, not in excess of ten (10) business days after the occurrence of the event, a Listed Event Notice to the MSRB in Prescribed Form with a copy provided to the Trustee.

Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds need not be given under this Disclosure Agreement any earlier than the notice (if any) of such redemption is given to the owners of the Bonds.

Section 6. Duty To Update EMMA/MSRB. The City and the Authority shall determine, in the manner they deem appropriate, whether there has occurred a change in the MSRB's e-mail address or filing procedures and requirements under EMMA each time it is required to file information with the MSRB.

Section 7. Dissemination Agent. The City and the Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Disclosure Agreement.

Section 8. Termination of Reporting Obligation. The Authority's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, respectively. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same manner as for a Listed Event Notice under Section 5.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City and the Authority may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, without the consent of the Bondholders, provided that the following conditions are satisfied:

(a) The amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, change in interpretation of the Rule or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City and the Authority shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City and the Authority. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event Notice under Section 5, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City and the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Listed Event Notice, in addition to that which is required by this Disclosure Agreement. If the City and the Authority choose to include any information in any Annual Report or Listed Event Notice in addition to that which is specifically required by this Disclosure Agreement, the City and the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Listed Event Notice.

Section 11. Default. In the event of a failure of the City or the Authority to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City and the Authority to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Authority to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City and the Authority agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City and the Authority under this Section shall survive resignation or removal of the Dissemination Agent.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Authority, the Dissemination Agent, each Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Recordkeeping. The City and the Authority shall maintain records of all filings of Annual Reports and Listed Event Notices, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

Section 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16. Choice of Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State, provided that to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed in accordance with such federal securities laws and official interpretations thereof.

[Signature pages omitted.]

EXHIBIT A

DESCRIPTION OF PORTIONS OF OFFICIAL STATEMENT REQUIRING ANNUAL UPDATE

To the extent that substantially all such information is not already included in the Audited Financial Statements, financial and operating information of the type, but not necessarily in the same form, as set forth in certain tables under the captions and headings “THE SYSTEM,” “HISTORICAL AND PROJECTED FINANCIAL INFORMATION” and “APPENDIX A – CERTAIN INFORMATION CONCERNING THE CITY OF STILLWATER, OKLAHOMA” in the Authority’s Official Statement relating to the Bonds including the following:

- Table 1 – Electric Rates
- Table 2 – Historical Revenues, Usage and Customers (Electric)
- Table 3 – Largest Customers (Electric)
- Table 4 – Water Rates
- Table 5 – Historical Revenues, Usage and Customers (Water)
- Table 6 – Largest Customers
- Table 7 – Sewer Rates
- Table 8 - Historical Revenues, Usage and Customers (Sewer)
- Table 9 – Solid Waste Rates
- Table 10 - Historical Revenues, Usage and Customers (Solid Waste)
- Table 11 – Historical Financial Performance
- Table 15 – Sales Tax Collections

EXHIBIT B

EVENTS WITH RESPECT TO THE BONDS FOR WHICH LISTED EVENT NOTICES ARE REQUIRED

1. Principal and interest payment delinquencies.
2. Nonpayment-related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Bond holders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Authority¹.
13. The consummation of a merger, consolidation or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a financial obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority, any of which affect the Bond holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Authority, any of which reflect financial difficulties.

¹ This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority or the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority or the City, respectively, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority or the City, respectively.

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