

*In the opinion of Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Interest on the Bonds may affect the federal alternative minimum tax imposed on certain corporations. Interest on the Bonds is also exempt from State of Oklahoma income taxation under present law. The Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code See "TAX MATTERS" herein.*

**\$4,000,000**  
**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**  
**(McClain County, Oklahoma)**  
**Use Tax Revenue Bonds, Series 2025**

**Dated: Date of Delivery****Due: June 1, as shown on inside cover**

The McClain County Economic Development Authority (the "Authority" or the "Issuer"), a public trust created in furtherance of the purposes and for the benefit of McClain County, Oklahoma (the "County"), is issuing the above-captioned Bonds (the "Series 2025 Bonds" or "Bonds") pursuant to a Bond Indenture, dated as of December 1, 2025 (the "Indenture"), between the Authority and BancFirst, Oklahoma City, Oklahoma (the "Trustee"). The Bonds are being issued in book-entry form and registered in the name of Cede & Co., as nominee of the Depository Trust Company, in New York, New York ("DTC"), which is acting as the initial securities depository for the Bonds. Purchases of the Bonds are being made in denominations of \$5,000 or whole multiples thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners of the Bonds will not receive physical delivery of any Series 2025 Bonds so long as DTC or a successor acts as securities depository with respect to the Bonds. See "BOOK-ENTRY SYSTEM" herein. The principal of the Bonds is payable by the Trustee at its corporate trust offices in Oklahoma City, Oklahoma on the dates and in the amounts set forth on the inside front cover. Interest accrues from the Dated Date of the Bonds and is payable on each June 1 and December 1 beginning June 1, 2026, until maturity or earlier redemption, by check mailed or draft mailed by the Trustee on the interest payment date to the registered owners of the Series 2025 Bonds. So long as the Bonds are registered in the name of DTC or its nominee, the Trustee will pay all payments of principal and interest to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC or its nominee, and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants.

The Authority is using the proceeds of the Bonds for the design, construction, financing, furnishings, capital facilities and improvements, equipment, fixtures, site preparation, street improvements, relocation of offices, and other facilities, and maintenance and operation expenses for the McClain County Election Board Facility (the "Facility") construction project located in McClain County, and to pay costs of issuance associated with the issuance of the Bonds (the "Project"). See the heading "THE PLAN OF FINANCING" herein.

The Bonds are special, limited obligations of the Authority payable from and secured by certain Use Tax Revenues collected by the County and pledged to the Authority, as more fully described under the heading "SECURITY AND SOURCES OF PAYMENT" herein.

THE BONDS DO NOT CONSTITUTE AN OBLIGATION OR DEBT OF THE COUNTY, THE STATE OF OKLAHOMA, OR ANY MUNICIPALITY, COUNTY, POLITICAL SUBDIVISION, GOVERNMENTAL UNIT OR AGENCY OF THE STATE OF OKLAHOMA, OR PERSONAL OBLIGATIONS OF THE TRUSTEES OF THE AUTHORITY OR GENERAL OBLIGATIONS OF THE AUTHORITY, BUT ARE A LIMITED OBLIGATION OF THE AUTHORITY PAYABLE FROM THE REVENUES RECEIVED BY THE AUTHORITY FROM THE COLLECTION OF CERTAIN COUNTY USE TAXES AND OTHER REVENUES AND COLLATERAL DESCRIBED HEREIN. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY, THE STATE OF OKLAHOMA, OR ANY COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT OR AGENCY THEREOF, IS OR SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE AUTHORITY HAS NO TAXING POWER.

The Bonds are subject to redemption prior to maturity under the circumstances, on the dates and at the prices as described herein in the section entitled "THE BONDS – Redemption" herein.

The Bonds are offered when, as and if issued and received by the Underwriter, subject to prior sale, to withdrawal or modifications of the offer without any notice, and to the approval of legality of the Bonds by the Floyd & Driver, PLLC, Norman, Oklahoma, Bond Counsel. Certain legal matters will be passed upon for the Authority by its Counsel, Lind Treadaway, Purcell, Oklahoma, and for the Underwriter by its Counsel, Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma. It is expected that the Bonds in definitive form will be available for delivery on or about December 30, 2025.

**SAMCO CAPITAL**

Dated: December 22, 2025

## MATURITY SCHEDULE

Maturity Date	Principal Amount	Interest Rate	Price	CUSIP <sup>1</sup>
06/01/2027	\$ 325,000	5.00%	102.756	57947HAA6
06/01/2028	340,000	5.00%	104.583	57947HAB4
06/01/2029	355,000	5.00%	106.250	57947HAC2
06/01/2030	375,000	5.00%	107.659	57947HAD0
06/01/2031	395,000	4.00%	102.979	57947HAE8
06/01/2032	410,000	4.00%	102.440	57947HAF5
06/01/2033	425,000	4.00%	101.782	57947HAG3
06/01/2034	445,000	4.00%	101.741	57947HAH1
06/01/2035	455,000	4.00%	101.373	57947HAJ7
06/01/2036	475,000	4.00%	100.885	57947HAK4

Optional Redemption: The Authority reserves the right to redeem the Bonds prior to maturity. The Bonds maturing on or after June 1, 2031, are subject to redemption prior to maturity at the option of the Authority in whole, or in part in such order of maturity as the Authority determines and by lot within a maturity on any date, on or after June 1, 2030, or any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, at the redemption prices plus accrued interest as further described herein. See "THE BONDS – Redemption Prior to Maturity".

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\*Preliminary, subject to change.

*<sup>(1)</sup>CUSIP numbers have been assigned to this issue by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, a part of S&P Global Inc., and are included solely for the convenience of the purchasers of the Bonds. None of the Authority, the Trustee, the County or the Underwriter shall be responsible for the selection or correctness of the CUSIP numbers shown herein.*

## **REGARDING THE USE OF THE OFFICIAL STATEMENT**

The Bonds are offered only by means of this Official Statement. This Official Statement does not constitute an offering of any security other than the Bonds specifically offered hereby. It does not constitute an offer to sell or a solicitation of an offer to buy the Bonds in any state or jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale, and no dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offering of the Bonds and, if given or made, such other information or representations must not be relied upon.

The Bonds will not be registered under the United States Securities Act of 1933, as amended, pursuant to an exemption under Section 3(a) thereof, and the Issuer does not intend to list the Bonds on any stock or other securities exchange. The U.S. Securities and Exchange Commission (the "Commission") has not passed upon the accuracy or adequacy of this Official Statement or passed on or endorsed the merits of this offering of the Bonds. With respect to the various states in which the Bonds may be offered, no Attorney General, state official, state agency or bureau, or other state or local governmental entity has passed upon the accuracy or adequacy of this Official Statement or passed on or endorsed the merits of this offering of the Bonds.

All references made herein to the Bonds are qualified in their entirety by reference to the Indenture. All references made herein to the Indenture are qualified in their entirety by reference to such complete document, originals of which are on file in the office of the Authority, and the corporate trust office of the Trustee.

The information contained in this Official Statement, including the cover page and Exhibits hereto has been obtained from the Authority, the County and other sources which are deemed to be reliable. No representation or warranty is made, however, by the Underwriter as to the accuracy or completeness of such information and nothing contained in this Official Statement is submitted in connection with the sale of securities as referred to herein and may not be reproduced or used in whole or in part for any other purpose. This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained 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 affairs of the Authority, the County or other matters described herein subsequent to the date hereof.

For purposes of compliance with Rule 15c2-12(b)(1) of the Commission, this Official Statement has been deemed final by the Authority and the County as of the date hereof.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Official Statement contains forward-looking statements which may involve known and unknown risks, uncertainties and other facts which may cause the actual results, performance and achievements to be different from the future results, performance or achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements.

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### EXHIBITS:

Exhibit A:	Summaries of Certain Provisions of the Bond Indenture
Exhibit B:	Form of Use Tax Agreement
Exhibit C:	Form of Depository Agreement
Exhibit D:	Form of Continuing Disclosure Agreement
Exhibit E:	Form of Bond Counsel Opinion
Exhibit F:	Audited Financial Statements of the Authority for the FYE June 30, 2025
Exhibit G:	Debt Service Requirements

## **MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

### **BOARD OF TRUSTEES**

Wilson Lyles  
Terry Daniel  
Rebekah Couch  
Glen Murray

Chair  
Vice Chair  
Secretary/Treasurer  
Member

### **AUTHORITY COUNSEL**

Lind Treadaway  
Purcell, Oklahoma

### **BOND COUNSEL**

Floyd & Driver, PLLC  
Norman, Oklahoma

### **MUNICIPAL ADVISOR**

The Baker Group, LP  
Oklahoma City, Oklahoma

### **TRUSTEE**

BancFirst  
Oklahoma City, Oklahoma

## SUMMARY STATEMENT

This Summary Statement is subject in all respects to the more complete information and to the definitions contained or incorporated in this Official Statement. No person is authorized to detach this Summary Statement from this Official Statement or to otherwise use it without the entire Official Statement.

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<b>Description:</b>	\$4,000,000 McClain County Economic Development Authority Use Tax Revenue Bonds, Series 2025
<b>The Issuer:</b>	McClain County Economic Development Authority (the "Authority" or the "Issuer") is a public trust created pursuant to a Trust Indenture, dated June 24, 1981, as amended, under the provisions of Section 176 et seq., Title 60, Oklahoma Statutes 2021, as amended (the "Public Trust Act"), with McClain County, Oklahoma, as its beneficiary (the "County").
<b>Authority:</b>	The Bonds are being issued under the provision of Title 60, Oklahoma Statutes 2021, Sections 176 et seq., as amended (the "Public Trust Act"), and other applicable laws of the State of Oklahoma, and a Bond Indenture, dated as of December 1, 2025 (the "Indenture"), between the Authority and BancFirst, Oklahoma City, Oklahoma (the "Trustee").
<b>Use of Proceeds:</b>	The Authority intends to use the Bond proceeds for the design, construction, financing, furnishings, capital facilities and improvements, equipment, fixtures, site preparation, street improvements, relocation of offices, and other facilities, and maintenance and operation expenses for the McClain County Election Board Facility (the "Facility") construction project located in McClain County, and to pay costs of issuance associated with the issuance of the Bonds (the "Project"). See the heading "THE PLAN OF FINANCING" herein.
<b>The Bonds:</b>	The Bonds are dated their date of delivery. Interest accrues from the Dated Date of the Bonds and is payable on each June 1, and December 1, beginning June 1, 2026. The Bonds will be issued and registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"), to which all payments of principal and interest will be made by the Trustee. The Bonds mature in the amounts, and bear interest at the rates, set forth on the inside front cover page of the Official Statement. See "THE BONDS" and "BOOK-ENTRY SYSTEM" herein.
<b>Redemption:</b>	The Authority reserves the right to redeem the Bonds prior to maturity. The Bonds maturing on or after June 1, 2031, are subject to redemption prior to maturity at the option of the Authority in whole, or in part in such order of maturity as the Authority determines and by lot within a maturity on any date, on or after June 1, 2030, or any date thereafter, in whole, or in part in such order of maturity as the Authority determines and by lot within a maturity on any date. Redemption shall occur at 100% of the principal amount redeemed plus accrued interest through the date of redemption. See "THE BONDS – Redemption" herein.
<b>Security:</b>	<p>The Bonds (as hereinafter defined) are a special, limited obligation of the Authority, payable solely from and secured solely by the revenues collected from the imposition by the County of a one-half (1/2) cent use tax (the "Use Tax")</p> <p>As provided in the Indenture, the Authority will not contract any additional indebtedness payable from the Trust Estate in any amount as long as the Bonds remain outstanding. The Authority may issue refunding bonds or additional bonds payable from and constituting a lien, pledge or charge on the Trust Estate junior and inferior to the Bonds.</p>

THE BONDS DO NOT CONSTITUTE AN OBLIGATION OR DEBT OF THE COUNTY, THE STATE OF OKLAHOMA, OR ANY MUNICIPALITY, COUNTY, POLITICAL SUBDIVISION, GOVERNMENTAL UNIT OR AGENCY OF THE STATE OF OKLAHOMA, OR PERSONAL OBLIGATIONS OF THE TRUSTEES OF THE AUTHORITY OR GENERAL OBLIGATIONS OF THE AUTHORITY, BUT ARE A LIMITED OBLIGATION OF THE AUTHORITY PAYABLE FROM THE REVENUES RECEIVED BY THE AUTHORITY FROM THE COLLECTION OF CERTAIN COUNTY USE TAXES AND OTHER REVENUES AND COLLATERAL DESCRIBED HEREIN. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY, THE STATE OF OKLAHOMA, OR ANY COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT OR AGENCY THEREOF, IS OR SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE AUTHORITY HAS NO TAXING POWER.

See, generally, "SECURITY AND SOURCES OF PAYMENT" herein.

**Tax Matters:**

In the opinion of Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum imposed on individuals. However, interest on the Bonds may affect the federal alternative minimum tax imposed on certain corporations. Interest on the Bonds is also exempt from State of Oklahoma income taxation under present law. See "TAX MATTERS" herein.

**Continuing Disclosure:**

Pursuant to a Continuing Disclosure Agreement, the County shall, or shall cause the Dissemination Agent to, provide (a) annually to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format accompanied by identifying information as prescribed by the MSRB, certain financial information and operating data relating to the Authority, and (b) notice to the MSRB of the occurrence of certain enumerated events pursuant to the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule"). In addition, the County will provide its audited financial statements, including any schedules regarding the County's collection of the Use Tax (as defined herein). The proposed form of the Disclosure Agreement is attached to this Official Statement as Exhibit D. See "OTHER INFORMATION – Continuing Disclosure" herein.

**Audited Financial Statements:**

Attached hereto as Exhibit F are the audited financial statements of the Authority for fiscal year ended June 30, 2025.

## **OFFICIAL STATEMENT**

### **\$4,000,000 MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY Use Tax Revenue Bonds, Series 2025**

## **INTRODUCTION**

### **General**

This Official Statement, including the cover page and Exhibits attached hereto, is furnished to provide information with respect to the offering by the McClain County Economic Development Authority (the "Authority" or the "Issuer") of its Use Tax Revenue Bonds, Series 2025 (the "Bonds") in the principal amount of \$4,000,000. The Bonds are being issued and delivered pursuant to a Bond Indenture dated as of December 1, 2025 (the "Indenture") by and between the Authority and BancFirst, Oklahoma City, Oklahoma (the "Trustee").

The Bonds are dated their date of delivery. Interest accrues from the Dated Date of the Bonds and is payable on each June 1, and December 1, beginning June 1, 2026, and at maturity or prior to redemption and will be paid utilizing a portion of the Note proceeds as capitalized interest. The Bonds will be issued and registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"), to which all payments of principal and interest will be made from the Trustee. The Bonds mature in the amounts and interest rates set forth on the inside front cover of this Official Statement.

### **Purpose of the Bonds**

The Authority is issuing the Bonds to provide funds for the financing of the design, construction, financing, furnishings, capital facilities and improvements, equipment, fixtures, site preparation, street improvements, relocation of offices, and other facilities, and maintenance and operation expenses for the McClain County Election Board Facility (the "Facility") construction project located in McClain County, and to pay costs of issuance associated with the issuance of the Bonds (the "Project"). See the heading "THE PLAN OF FINANCING" and "SOURCES AND USES OF FUNDS" herein.

### **Security for the Bonds**

The Bonds are a special, limited obligation of the Authority, payable from and secured by the revenues collected from the imposition by the County of a one-half (1/2) cent use tax (the "Use Tax"). The rate of the levy of the Use Tax corresponds to and is conditioned upon the rate of the levy of a one-half cent sales tax (the "Sales Tax") levied by the County. The levy of the Sales Tax has an unlimited duration with no expiration date but is subject to repeal and revocation. Should all or a portion of the Sales Tax cease to be collected, the Use Tax would cease to be collected at a corresponding rate. See "Use Tax Pledge" herein. The Authority has assigned the collections from the Use Tax Revenues (the "Use Tax Revenues") to the Trustee pursuant to the Use Tax Agreement (the "Use Tax Agreement"). The Bonds are secured solely by the Use Tax Revenues.

THE BONDS DO NOT CONSTITUTE AN OBLIGATION OR DEBT OF THE COUNTY, THE STATE OF OKLAHOMA, OR ANY MUNICIPALITY, COUNTY, POLITICAL SUBDIVISION, GOVERNMENTAL UNIT OR AGENCY OF THE STATE OF OKLAHOMA, OR PERSONAL OBLIGATIONS OF THE TRUSTEES OF THE AUTHORITY OR GENERAL OBLIGATIONS OF THE AUTHORITY, BUT ARE A LIMITED OBLIGATION OF THE AUTHORITY PAYABLE FROM THE REVENUES RECEIVED BY THE AUTHORITY FROM THE COLLECTION OF CERTAIN COUNTY USE TAXES DESCRIBED HEREIN. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY, THE STATE OF OKLAHOMA, OR ANY COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT OR AGENCY THEREOF, IS OR SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE AUTHORITY HAS NO TAXING POWER.

See, generally, "SECURITY AND SOURCES OF PAYMENT" herein.

The Bonds are subject to risks associated with annual appropriation of the Use Tax Revenues and other risks. See "RISK FACTORS – Non-Renewal Risk and Non-Appropriation" herein.



## **Continuing Disclosure**

Pursuant to a Continuing Disclosure Agreement, the County will provide to the Trustee certain financial information and operating data of the County and notice of certain enumerated events, and the Trustee (acting as the dissemination agent) shall provide such annual information and notices to the Municipal Securities Rulemaking Board ("MSRB"). See "OTHER INFORMATION – Continuing Disclosure" herein. The form of the Continuing Disclosure Agreement is attached hereto as Exhibit D.

## **Miscellaneous**

Brief descriptions of the County, the Authority, the Trustee and the Bonds are contained in this Official Statement. Summaries of the Indenture are provided in Exhibit A hereto. Such descriptions do not purport to be complete or definitive. All references made herein to the Bonds are qualified in their entirety by reference to the Indenture. All references made herein to the Indenture are qualified in their entirety by reference to such complete documents which are available in the offices of the Authority and the Trustee. The form of the Use Tax Agreement is attached hereto as Exhibit B; the form of the Depository Agreement is attached hereto as Exhibit C; and the form of Continuing Disclosure Agreement is attached hereto as Exhibit D. All information contained herein in reference to or about the Authority, the County or the Facility was provided by the Authority and the County, as applicable, which are solely responsible for the accuracy and completeness thereof.

## **THE BONDS**

### **Description of the Bonds**

The Bonds are dated their date of delivery. The Bonds mature as indicated on the inside front cover hereof. The Bonds are being issued in the principal amount and bear interest at the rate set forth on the inside front cover of this Official Statement. Interest accrues from the Dated Date of the Bonds and is payable each June 1, and December 1, beginning June 1, 2026, and at maturity or prior to redemption.

The Bonds are being issued in book-entry form and registered initially in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Purchasers of the Bonds will acquire beneficial interests in the Bonds in denominations of \$5,000 and whole multiples thereof ("Authorized Denominations"). Purchasers will not receive physical delivery of bond certificates. So long as the Bonds are registered in the name of DTC or its nominee, the Trustee will pay all payments of principal and interest to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC or its nominee, and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants. The Bonds will not be transferable or exchangeable, except for transfers to another nominee of DTC or otherwise as described herein. For information regarding DTC and the book-entry system, see "BOOK-ENTRY SYSTEM" herein.

### **Redemption**

The Bonds are subject to optional redemption solely as set forth below.

#### Optional Redemption

The Bonds maturing on or after June 1, 2031, are subject to redemption prior to maturity at the option of the Authority in whole, or in part in such order of maturity as the Authority determines and by lot within a maturity on any date, on or after June 1, 2030, or any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, at the redemption prices plus accrued interest as further described herein.

#### Mandatory Redemption from Unexpended Proceeds

The Bonds are subject to mandatory redemption in whole, or in part in such order of maturity as the Authority determines and by lot within a maturity in \$5,000 denominations, from unexpended Bond proceeds remaining on deposit as of the completion date of the Facility. Bonds shall be redeemed on the

first scheduled Interest Payment Date following the completion date of the Facility, at a redemption price equal to the principal amount of unexpended Bond proceeds, plus accrued interest thereon to the redemption date.

### **Notice of Redemption**

In the event any of the Bonds or portions thereof (which shall be \$5,000 or an integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying the 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 (or such shorter period acceptable to the then-registered owner of the Bonds) to the registered owner of each Series 2023 Bond to be redeemed in whole or in part at the address shown on the registration books. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

### **BOOK-ENTRY SYSTEM**

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The 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 certificate will be issued for each maturity in the aggregate principal amount of such issue, and will be deposited with DTC.

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 both 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, a Standard and Poor's Financial Services LLC business. 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](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2023 Bond ("Beneficial Owner") is in turn to be recorded on the records of the Direct and Indirect Participants. 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 Participants or the Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued. To facilitate subsequent transfers, all of the Bonds deposited by Direct Participants with DTC 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 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and the 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. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 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 any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the 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 Issuer or the Trustee, on 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, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, 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 Participants and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2023 Bond certificates are required to be printed and delivered. The Authority may decide to discontinue use of the system of book-entry transfers through DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but none of the Authority, the County, the Trustee or the Underwriter assumes any responsibility for the accuracy thereof.

#### **RATING**

The Bonds have been assigned a rating of "A+" by Standard & Poor's Financial Services LLC business ("S&P"). Such rating reflects only the view of such organization at the time such rating was given, and the Issuer and the Underwriter make no representation as to the appropriateness of such rating. An explanation of the significance of such rating may be obtained only from S&P. The Issuer furnished S&P with certain information and materials relating to the 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. Neither the Underwriter nor the Issuer has undertaken any responsibility to bring to the attention of the owners of the Bonds any proposed revision or withdrawal of a rating of the 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 Bonds.

## **SECURITY AND SOURCES OF PAYMENT**

### **General**

The Bonds are a special, limited obligation of the Authority, payable solely from and secured solely by the revenues collected from the imposition by the County of a one-half (1/2) cent use tax pledge of the Use Tax Revenues.

The County has assigned the collections of the Use Tax to the Authority pursuant to the Use Tax Agreement.

The Bonds are not general obligations of the Authority.

THE BONDS DO NOT CONSTITUTE AN OBLIGATION OR DEBT OF THE COUNTY, THE STATE OF OKLAHOMA, OR ANY MUNICIPALITY, COUNTY, POLITICAL SUBDIVISION, GOVERNMENTAL UNIT OR AGENCY OF THE STATE OF OKLAHOMA, OR PERSONAL OBLIGATIONS OF THE TRUSTEES OF THE AUTHORITY OR GENERAL OBLIGATIONS OF THE AUTHORITY, BUT ARE A LIMITED OBLIGATION OF THE AUTHORITY PAYABLE FROM THE REVENUES RECEIVED BY THE AUTHORITY FROM THE COLLECTION OF CERTAIN COUNTY USE TAXES DESCRIBED HEREIN. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY, THE STATE OF OKLAHOMA, OR ANY COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT OR AGENCY THEREOF, IS OR SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE AUTHORITY HAS NO TAXING POWER.

### **Additional Indebtedness**

So long as any of the Bonds herein authorized remain outstanding, the Authority agrees that it shall not issue additional bonds or obligations payable from the Trust Estate. Nothing shall be construed as preventing the Authority from issuing refunding bonds or additional bonds payable from and constituting a lien, pledge or charge on the Trust Estate junior and inferior to the Bonds.

## **SOURCES AND USES OF FUNDS**

### Sources of Funds:

Par Amount of the Bonds	\$ 4,000,000.00
Reoffering Premium	122,990.85
Total Sources of Funds:	<u>\$ 4,122,990.85</u>

### Uses of Funds:

Deposit to Project Fund	\$ 3,941,990.85
Costs of Issuance	141,000.00
Underwriter's Discount	<u>40,000.00</u>
Total Uses of Funds:	<u>\$ 4,122,990.85</u>

<sup>1</sup>Includes fees for Bond Counsel, Authority Counsel, Underwriter's Counsel, Rating Agency, Municipal Advisor, Trustee, printing expense, and other miscellaneous approved expenses.

## THE PLAN OF FINANCING

The Bonds are a special, limited obligation of the Authority, payable from and secured by the revenues collected from the imposition by the County of a one-half (1/2) cent use tax (the "Use Tax"). The County has assigned the collections from the Use Tax Revenues (the "Use Tax Revenues") to the Authority pursuant to the Use Tax Agreement (the "Use Tax Agreement").

### HISTORICAL USE TAX REVENUE AND DEBT SERVICE COVERAGE

Outlined below are the historical use tax collections for the County during the past six years.

Jan.	\$ 77,622	\$ 87,514	\$ 93,914
Feb.	\$ 101,750	\$ 77,607	\$ 115,776
March	\$ 58,920	\$ 50,371	\$ 74,440
April	\$ 61,303	\$ 52,078	\$ 50,384
May	\$ 68,588	\$ 62,458	\$ 77,858
June	\$ 68,036	\$ 69,957	\$ 48,110
July	\$ 61,259	\$ 74,370	\$ 84,263
August	\$ 58,556	\$ 76,975	\$ 60,982
Sept.	\$ 73,243	\$ 63,639	\$ 78,518
Oct.	\$ 54,486	\$ 58,822	\$ 69,653
Nov.	\$ 52,260	\$ 62,771	\$ 56,354
Dec.	<u>\$ 75,772</u>	<u>\$ 71,923</u>	<u>\$ 89,614</u>
TOTAL	\$ 1,085,093	\$ 810,509	\$ 901,889
Est. Debt Service	<u>\$ 488,000</u>	<u>\$ 488,000</u>	<u>\$ 488,000</u>
Coverage	2.22	1.66	1.85

Source: Oklahoma Tax Commission

## RISK FACTORS

BEFORE PURCHASING THE BONDS, PROSPECTIVE INVESTORS AND THEIR PROFESSIONAL ADVISORS SHOULD CAREFULLY CONSIDER ALL POSSIBLE FACTORS WHICH MAY AFFECT THE POSSIBILITY THAT THE INTEREST ON THE BONDS MAY NOT BE PAID WHEN DUE OR THAT THE BONDS MAY NOT BE PAID AT MATURITY. THE FOLLOWING RISK FACTORS – WHICH ARE NOT INTENDED TO BE AN EXHAUSTIVE LISTING OF ALL POSSIBLE RISKS ASSOCIATED WITH AN INVESTMENT IN THE BONDS – MUST BE CONSIDERED PRIOR TO PURCHASING THE BONDS, MOREOVER, THE ORDER OF PRESENTATION OF THE RISKS SUMMARIZED BELOW DOES NOT NECESSARILY REFLECT THE SIGNIFICANCE OF THE RISKS.

### **The Bonds are not a General Obligation of the State of Oklahoma.**

The payment of the principal of and interest on the Bonds does not constitute an indebtedness or liability of the State or any political subdivision thereof, or the individual members of the Authority. The issuance of the Bonds does not directly or indirectly obligate the State or any political subdivision thereof to provide any funds for the payment of the Bonds. The Bonds do not currently and will never be considered a debt of the State or any political subdivision within the meaning of the Constitution of and the statutes of the State, and do not currently and should not ever be considered to constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State nor any political subdivision thereof shall 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 Authority. No breach by the Authority of any covenant or agreement shall create any obligation upon the State or any political subdivision thereof, including any charge against their credit or taxing power. **THE AUTHORITY HAS NO TAXING POWER.**

### **Payments Depend on Future Events**

The principal of and interest on the Bonds are secured primarily by Use Tax Revenues to be received and appropriated by the County to the Authority and pledged to the Trustee. Future Use Tax Revenues and overall sales tax collections of the County will be affected by future events and conditions relating to, among other things, economic developments in the State of Oklahoma, as well as government regulation. The right of the County to levy and to collect Use Tax Revenue is provided for in the statutes of the State of Oklahoma. The legislature has the ability to rescind or restrict the right of the County to levy a use tax.

All of the aforementioned could negatively affect the amount of Use Tax Revenue collected by the County. If the Authority should not receive the Use Tax Revenue or if such revenues should decline due to economic conditions, it likely would adversely affect the ability of the Authority to pay the debt service requirements on the Bonds.

### **Non-Renewal and Non-Appropriation**

The Oklahoma Constitution allows only for a pledge of the funds derived from the collection of a use tax on a year-to-year basis, which have been appropriated by the County. Accordingly, the County can only pledge to the Authority the Use Tax Revenues which have been collected and annually appropriated. If Use Tax Revenues are insufficient or if the County should decide not to appropriate such monies, it is unlikely that Authority will be unable to pay the debt service requirements on the Bonds. THE COUNTY IS NOT REQUIRED TO APPROPRIATE OR PROVIDE USE TAX REVENUES FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND THE INTEREST ON THE BONDS.

Prospective purchasers should understand that the terms of the Use Tax Agreement provided that the County has the option to renew the Use Tax Agreement for successive one-year terms until such time as such agreements are terminated in accordance with their respective terms. There is no assurance that in any given year the County will exercise its option to renew the Use Tax Agreement for an additional year.

### **Use Tax Pledge**

The right of the County to levy the Use Tax is provided for in the statutes of the State. Under Title 68, Oklahoma Statutes 2021, Section 1411, any county is authorized to levy an additional excise tax, at the rate equal to that county's sales tax rate, upon tangible personal property brought into the County to be used, stored or consumed within the County. If the sales tax resolution is repealed or revoked, the Use Tax would be repealed as well.

The right of the County to levy and collect the Sales Tax is provided for in the statutes of the State. Under Title 68, Oklahoma Statutes 2021, Section 1370, any county is authorized to levy a sales tax for limited purposes specified in a resolution levying a tax upon approval of such tax at an election called and held for such purpose. The resolution levying the tax shall describe with specificity the project or expenditures for which the limited-purpose tax levy will be made. The county governing body shall create a sales tax revolving fund or general revolving fund and deposit therein any revenue generated by any tax levied pursuant to State law. Money in the fund shall be accumulated from year to year and the fund shall be subject to fiscal year limitations. Money in the fund shall be expended only as accumulated and only for the purpose specifically described in the taxing resolution as approved by the voters.

If the sales tax resolution should be repealed or revoked while the Bonds are outstanding, the Use Tax would be repealed as well and the County could attempt to seek reinstatement of the Sales Tax and Use Tax at a subsequent election. However, there can be no certainty that such a reinstatement would occur or would be approved. Should the Use Tax Revenue not be available, it is likely that the Authority would be unable to pay debt service payments on the Bonds.

### **The Series 2025 Bonds are not a General Obligation of the State of Oklahoma.**

The payment of the principal of and interest on the Bonds does not constitute an indebtedness or liability of the State of Oklahoma or any political subdivision thereof, or the individual members of the Authority. The issuance of the Bonds does not directly or indirectly obligate the State of Oklahoma or any political subdivision thereof to provide any funds for the payment of the Bonds. The Bonds do not currently and

should not ever be considered a debt of the State of Oklahoma or any political subdivision within the meaning of the Constitution of and the statutes of the State of Oklahoma, and do not currently and should not ever be considered to constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State of Oklahoma nor any political subdivision thereof shall 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 Authority. No breach by the Authority of any covenant or agreement shall create any obligation upon the State of Oklahoma or any political subdivision thereof, including any charge against their credit or taxing power. **THE AUTHORITY HAS NO TAXING POWER.**

#### **There could be delays and difficulties experienced in enforcing remedies granted to the Trustee under the Indenture**

The payments of principal of and interest on the Bonds are secured by a pledge and assignment of, and by a grant of a first priority security interest in, all revenues and receipts derived from the Authority's appropriated Use Tax. The practical realization of value from this property upon any default will depend upon the exercise of various remedies specified by the Indenture. These and other remedies may, in many respects, require judicial actions, which are often subject to discretion and delay. Under existing law (including particularly federal bankruptcy law), the remedies specified by the Bonds may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in the Indenture. The various legal opinions to be delivered concurrently with the delivery of the 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 bankruptcy, reorganization, or other laws affecting the enforcement of creditors' rights generally.

#### **Exercise of Security May Not Be Sufficient in the Event of a Default**

The actual value that could be obtained upon a leasing of the Facility may be less than the principal amount of the Bonds outstanding at the time of sale.

#### **Redemption Risk**

The Bonds maturing on or after June 1, 2031, are subject to redemption prior to maturity at the option of the Authority in whole, or in part in such order of maturity as the Authority determines and by lot within a maturity on any date, on or after June 1, 2030. The Bonds are also subject to mandatory redemption from unexpended bond proceeds. Upon any redemption of the Bonds, such called Bonds shall be redeemed at par and not with any premium. Investors purchasing Bonds at a discount or a premium should consult with their tax advisors regarding the effects of any such redemption at par.

#### **Rating Changes**

There is no assurance that the ratings assigned to the Bonds will not be lowered, suspended or withdrawn at any time, the effect of which could adversely affect the market price for and marketability of the Bonds. See the information contained herein under the caption "RATINGS."

Bond rating organizations have come under scrutiny by legislators, regulators and investors. Any future changes in bond rating criteria or procedures that result in different ratings of the Bonds could have a material adverse effect on the value and marketability of the Bonds.

#### **Forward-looking Information**

This Official Statement contains various forward-looking statements and information that are based on the Authority's beliefs and assumptions, as well as information currently available to the Authority. When used in this document, the words "anticipate," "estimate," "believe," "expect" and similar expressions are intended to identify forward-looking statements. Although the Authority believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to be correct. Such statements are subject to certain risks, uncertainties and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or expected.

## THE COUNTY

Created in 1907 when Oklahoma was admitted as a state, the County was named for Charles M. McClain, an Oklahoma constitutional convention attendee and is home to the federally recognized Chickasaw Nation. Its County seat is Purcell, Oklahoma.

### Board of County Commissioners

The Board of County Commissioners is the chief administrative body for the County. County Commissioners are also responsible for maintaining and constructing the County roads and bridges.

The Commissioners must act as a Board when entering into contracts or other agreements affecting the county's welfare. Thus, actions taken by the Board are voted on and approved by a majority of the Commissioners. The Board of County Commissioners' business meetings are open to the public. As the county's chief administrative body, the three County Commissioners must make major financial decisions and transactions. The Board has the official duty to ensure the fiscal responsibility of the other county officers who handle county funds. The review and approval procedures empowered to the Board of County Commissioners are a means to provide the public with a fiscally efficient system of county government.

### Population Trends

The population trend for the County is listed below.

<u>Year</u>	<u>Population</u>
2024 est.	48,434
2020	41,662
2010	34,506
2000	27,740

The population trend for the largest city located within McClain County is listed below.

<u>Year</u>	<u>Newcastle</u>
2023	14,001
2020	11,170
2015	9,399
2010	7,556

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Source: U.S. Census Bureau

## THE AUTHORITY

The Authority is a public trust created by a Trust Indenture dated June 24, 1981, as amended (the "Trust Indenture") for the furtherance of public purposes and the benefit of the County, pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Section 176 et seq., as amended (the "Public Trust Act"), Title 60, Oklahoma Statutes 2021, Section 175.1 et seq., as amended (the "Oklahoma Trust Act") and other applicable statutes and laws of the State of Oklahoma. The purposes of this trust include, but are not limited to promote, develop and finance projects that promote its general economic welfare. The Authority is empowered to borrow money and to pledge assets, properties and revenue as security against its borrowings. THE AUTHORITY HAS NO TAXING POWER.



## **Governing Body**

The Authority is governed by a Board of Trustees. The Trustees of the Authority are as follows:

<u>Name</u>	<u>Office</u>
Wilson Lyles	Chair
Terry Daniel	Vice Chair
Rebekah Couch	Secretary/Treasurer
Glen Murray	Member

## **TAX MATTERS**

### **In General**

The following is a summary of certain material federal income tax consequences of the purchase, ownership and disposition of the Bonds for the investors described below. This summary is based upon laws, regulations, rulings and decisions currently in effect, all of which are subject to change. The discussion does not deal with all federal tax consequences applicable to all categories of investors, some of which may be subject to special rules, including but not limited to, partnerships or entities treated as partnerships for federal income tax purposes, pension plans and foreign investors, except as otherwise indicated. In addition, this summary is generally limited to investors that are "U.S. holders" (as defined below) who will hold the Bonds as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"). Investors should consult their own tax advisors to determine the federal, state, local and other tax consequences of the purchase, ownership and disposition of Bonds. Prospective investors should note that no rulings have been or will be sought from the Internal Revenue Service (the "IRS") with respect to any of the federal income tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions.

As used herein, a "U.S. holder" is a "U.S. person" that is beneficial owner of a Bond. A "non-U.S. holder" is a holder (or beneficial owner) of a Bond that is not a U.S. person. For these purposes, a "U.S. person" is a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof (except, in the case of a partnership, to the extent otherwise provided in the Treasury Regulations), an estate the income of which is subject to United States federal income taxation regardless of its source or a trust if (i) a United States court is able to exercise primary supervision over the trust's administration and (ii) one or more United States persons have the authority to control all of the trust's substantial decisions.

### **Federal Tax Considerations**

General. In expressing its opinion that interest on the Bonds is excludable from the gross income of the owners of the Bonds, Bond Counsel will rely on and assume compliance by the Issuer and the County with the terms of the Federal Tax and Arbitrage and Use of Proceeds Certificate, and continuing requirements by the Issuer and the County with certain provisions of the Code after the issuance of the Bonds. The Arbitrage and Use of Proceeds Certificate contains certain covenants with respect to the use and investment of the proceeds of the Bonds and the use of the Trust Estate. Failure by the Issuer or the County to comply with these covenants and all requirements of the Code may cause the interest on the Bonds to become includable in federal gross income retroactively to the date of issuance of the Bonds.

In addition, certain foreign corporations doing business in the United States may be subject to a "branch profits tax" on their effectively-connected earnings and profits including tax-exempt interest such as interest on the Bonds. Furthermore, in the case of a subchapter S corporation, interest on the Bonds is treated as passive investment income which is subject to the tax imposed by Section 1375 of the Code.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to 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), financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits and

taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers falling within any of these categories should consult their own tax advisers as to the applicability of these consequences.

Under Section 6012 of the Code, owners of tax-exempt obligations such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns with respect to federal income taxes.

**Backup Withholding.** Information reporting requirements will apply to interest paid after March 31, 2007 on tax-exempt obligations, including the Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9 "Request for Taxpayer Identification Number and Certification", or unless the recipient is one of a limited class of exempt recipients, including corporations. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding", which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Bonds from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner's Federal income tax once the required information is furnished to the Internal Revenue Service.

**Original Issue Discount.** The resulting discount on any Bonds which are sold at an initial offering price to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) which is less than the principal amount of such Bonds constitute Original Issue Discount, which is excludable from the gross income for federal income tax purposes. Generally, such Original Issue Discount accretes actuarially on a constant interest rate basis over the term of the respective Bonds and the basis of such Bonds acquired at such initial offering price by an initial purchaser of the particular Bonds will be increased by the amount of such accreted interest. Any information concerning the terms of reoffering of the Bonds, if any, including Original Issue Discount, should be obtained from such Underwriter and not from the Issuer.

**Original Issue Premium.** Certain maturities of the Bonds may be initially sold to the public at prices greater than the amounts payable thereon at maturity. As a result of the tax cost reduction requirements of the Code relating to amortization of bond premium, under certain circumstances an initial owner of Premium Bonds may realize a taxable gain upon disposition of such Premium Bonds even though they are sold or redeemed for an amount equal to such owner's original cost of acquiring such Premium Bonds. Owners of Premium Bonds are advised that they should consult with their own tax advisors with respect to the tax consequences of owning such Premium Bonds.

### **Bank-Qualified Obligations**

The Bonds are "qualified tax-exempt" obligations for purposes of Section 265(b)(3) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(3) of the Code), a deduction is allowed for 80% of that portion of such financial institution's interest expense allocable to interest on the Bonds.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers falling within any of these categories should consult their own tax advisers as to the applicability of these consequences.

## **State Tax Considerations**

Interest on the Bonds is exempt from State of Oklahoma income taxation under present law. Depending upon the state of residence of the registered owners of the Bonds, interest income on the Bonds may be subject to state income tax liability in their respective state of residence. Each registered owner of the Bonds is encouraged to consult with a tax advisor in order to determine the applicability of state income taxation to this investment.

## **Compliance With Tax Law Requirements**

In order to maintain the exclusion from federal gross income of interest on the Bonds and for no other purpose, the Authority covenants in the Indenture and the County covenants in the Federal Tax and Arbitrage and Use of Proceeds Certificate to comply with the provisions of the Code. Until and unless, and except to the extent in the opinion of Bond Counsel, the following are not necessary to maintain the exclusion from federal gross income of interest on the Bonds, the Authority and the County make certain covenants, representations and warranties with respect to the Bonds. The Authority and the County covenant to submit in a timely manner all reports, accountings and information to the Internal Revenue Service, take whatever action is necessary within its power to assure the continued tax exemption on the Bonds, and take whatever action is necessary within its power to comply with the applicable laws and regulations in order to maintain the exclusion from federal gross income of interest on the Bonds.

Tax legislation, administrative actions taken by tax authorities, and court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under federal or state law and could affect the market price or marketability of the Bonds.

The Indenture may be amended without the consent of any owner of the Bonds for the purpose of taking action necessary to maintain the exclusion from federal gross income of interest on the Bonds under applicable federal law or regulations.

Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

## **Required Rebate to the United States**

The Authority in the Indenture has covenanted to comply and the Trustee is empowered to take any and all actions necessary to comply with all of the provisions of the Code relating to the exemption from federal income taxes of the interest paid upon the Bonds authorized by the Indenture, including the Bonds, to the end that interest thereon shall remain exempt from federal income taxation.

The Code provides that Bonds which are part of an issue, including the Bonds, will be treated as arbitrage Bonds if certain hereinafter described requirements are not met with respect to such issue.

Under the Code, an issuer, including the Authority, is required to make certain payments or rebates to the United States, absent any exceptions thereto, in an amount equal to the sum of the excess of the amount of money earned on all non-purpose investments, over the amount of money which would have been earned if such non-purpose investments were invested at a rate of interest equal to the yield on the issue, including the Bonds, plus any income derived from the aforesaid excess itself, unless an exception to rebate applies. The aforesaid payments or rebates are to be paid in installments which are required to be made at least once every five years and each such installment is required to be in an amount which ensures that 90 percent of the excess amount (referred to above) with respect to the issue, at the time payment of such installment is required, will have been paid to the United States. The final installment is required to be paid no later than 60 days after the final maturity of the Bonds on June 1, 2036, and shall be in an amount sufficient to pay the remaining balance of the excess amount (referred to above) with respect to such issue.

## **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 above or adversely affect the market value of the 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 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 Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

## **OTHER INFORMATION**

### **Legal Matters**

Legal matters incident to the issuance of the Bonds are subject to the unqualified approving opinions of the Floyd & Driver, PLLC, Norman, Oklahoma, Bond Counsel. Certain other legal matters will be addressed by Lind Treadaway, Purcell, Oklahoma, Counsel to the Authority, and by Hilborne & Weidman, a professional corporation, Tulsa, Oklahoma, Counsel to the Underwriter.

### **No Litigation**

There is not now pending or threatened any litigation restraining or enjoining the execution or delivery of the Use Tax Agreement or the Indenture or any supplements and amendments thereto, the levy and collection of the Use Tax Revenues, or the issuance or delivery of the Bonds or in any manner questioning the proceedings and authority under which the Use Tax Agreement or the Indenture or any supplements and amendments thereto, are to be executed or delivered or the Bonds are to be issued or affecting the validity thereof.

### **The Trustee**

BancFirst, Oklahoma City, Oklahoma, is the Trustee for this issue. The Trustee has agreed to accept the trust created by the Indenture, and to perform the obligations imposed upon it by the Indenture on behalf of the Registered Owners of the Bonds. In accepting an appointment as Trustee and such obligations, the Trustee has made no judgment and makes no representations or warranties as to the investment character or quality of the Bonds. The Trustee has not participated in the preparation of this Official Statement and is not responsible for its accuracy or completeness.

### **Municipal Advisor**

The Baker Group, LP, Oklahoma City, Oklahoma is the Municipal Advisor for this issue.

### **Underwriting**

SAMCO Capital Markets Inc., an Underwriter of the Bonds (the "Underwriters") have agreed to purchase the Bonds from the Authority pursuant to a bond purchase agreement (the "Purchase Agreement"), subject to certain conditions described therein, at a price equal to \$4,082,990.85 (par, plus reoffering premium equal to \$122,990.85 and less an underwriting discount equal to \$40,000.00). The Purchase Agreement provides that the Underwriters shall purchase the Bonds in the aggregate stated principal amount thereof if any Bonds are purchased, subject to certain conditions therein.

The Underwriters, have entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, the Underwriters may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, the Underwriters will compensate Fidelity for its selling efforts.

The Underwriters intend to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which offering prices may subsequently be changed without any requirement of prior notice. The Underwriters have reserved the right to permit other securities dealers who are members of the Securities Industry & Financial Markets Association to assist in selling the Bonds. The Underwriters may offer and sell the Bonds to certain dealers at prices lower than the public offering price or otherwise allow concessions to such dealers who may re-allow concessions to

other dealers. Any discounts and/or commissions that may be received by such dealers in connection with the sale of the Bonds will be deducted from the underwriting discount.

Subject to prevailing market conditions, the Underwriters intend, but is not obligated, to engage in secondary market trading in the Bonds, subject to applicable securities laws. However, none of the Authority, the Trustee, the County or the Underwriters is obligated to repurchase any of the Bonds at the request of the holders thereof.

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

### **Continuing Disclosure**

*Purpose and Beneficiaries.* For the benefit of the holders and Beneficial Owners of the Bonds and to permit the participating underwriters in the primary offering of the Bonds to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the County has agreed to provide or to cause to be provided (a) certain financial information and operating data of the County and (b) notice of the occurrence of certain events. In addition, the County will provide its audited financial statements, including any schedules regarding the County's use tax collections. The information to be provided on an annual basis and the events as to which notice is to be given, as well as other information, is described in the Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as Exhibit D.

All information and notices will be filed by the County or its dissemination agent with the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"). EMMA is an internet-based, online portal for free investor access to municipal bond information, including offering documents, material event notices, real-time municipal securities trade prices and MSRB education resources, available at [www.emma.msrb.org](http://www.emma.msrb.org). Nothing contained on EMMA relating to the County or the Bonds is incorporated by reference in this Official Statement.

A failure by the County to comply with the Disclosure Agreement will not constitute a default or an "Event of Default" under the Bonds or the Indenture. A broker or dealer is to consider a known breach of the Disclosure Agreement, however, before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

If the County fails to comply with any the Disclosure Agreement, the Trustee or Beneficial Owners of any outstanding Bonds may enforce performance and observance thereof, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default thereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under the Disclosure Agreement constitute a default under the Bonds or under any other provision of the Indenture.

As used herein, "Owner" or "Bondowner" means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Trustee or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, "Beneficial Owner" means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

The Authority is not an obligated party under the Disclosure Agreement and has not agreed to provide any continuing disclosure with respect to the Bonds.

*Compliance with Prior Undertakings.* Rule 15c2-12 requires that an issuer or other obligated person disclose in an Official Statement any instances in the previous five years in which such issuer or other obligated person failed to comply, in all material respects, with any previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of Rule 15c2-12. The County have failed to comply with any previous undertakings within the last five years.

**Audited Financial Statements**

Attached hereto as Exhibit F are the audited financial statements of the Authority for the fiscal year ended June 30, 2025.

**Miscellaneous**

The references to and excerpts from the Indenture and any other agreements described herein are merely summaries of certain provisions thereof and do not purport to be the complete provisions of those documents. Copies of such documents are available from the Authority. The form of the Use Tax Agreement is reproduced in its entirety as Exhibit B hereto. Any statements contained in this Official Statement, including the Exhibits attached hereto, involving matters of opinion, estimates or projections, whether or not expressly so stated, are intended as such and not as representations that such estimates or assumptions are correct or will be realized. So far as any statements are made in this Official Statement and Exhibits 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 Bonds.

All information contained in this Official Statement and the Exhibits 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.

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

**Certificate of Authority**

Concurrently with the delivery of the Bonds, the Authority will furnish a certificate executed on behalf of the Authority to the effect that the final Official Statement, as of the date of the final Official Statement and as of the date of delivery of the Bonds, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make to the statements herein, in light of the circumstances under which they were made, not misleading.

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**Approval of Preliminary Official Statement**

The Authority has certified that the Preliminary Official Statement was deemed final as of its date for the purposes of the Rule except for the information not required to be included thereunder. Concurrently with the delivery of the Bonds, the Authority will furnish a certificate executed on behalf of the Authority by the undersigned to the effect that the Preliminary Official Statement as of the date of the Preliminary Official Statement and as of the date of the delivery of the Bonds, does not contain any untrue statement or matter of fact or omit to state any material fact necessary to make the statements therein, in light on the circumstances under which the made, were not misleading.

MCCLAIN COUNTY ECONOMIC DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Chair, Board of Trustees

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## EXHIBIT A

### SUMMARY OF CERTAIN PROVISIONS OF THE BOND INDENTURE

Bonds Authorized. The Bonds authorized by the Indenture are issued to provide funds for the design, construction, financing, furnishings, capital facilities and improvements, equipment, fixtures, site preparation, street improvements, relocation of offices, and other facilities, and maintenance and operation expenses for the McClain County Election Board Facility (the "Facility") construction project located in McClain County, and to pay costs of issuance associated with the issuance of the Bonds (the "Project").

Bonds and Amount Authorized. There is authorized the issuance, registration, authentication and delivery of "McClain County Economic Development Authority (McClain County, Oklahoma) Use Tax Revenue Bonds Series 2025" in the aggregate principal amount of Four Million Dollars (\$4,000,000) (the "Series 2025 Bonds" or the "Bonds"). The Bonds shall be dated as of December 30, 2025, and shall be in the form, bear interest at the rates and shall mature as hereinafter in the Indenture provided.

Execution; Limited Obligation. The Bonds shall be executed on behalf of the Authority with the manual or facsimile signature of the Chair or Vice-Chair of the Authority, attested by the manual or facsimile signature of the Secretary of the Authority and shall have affixed or facsimile thereon the official seal of the Authority. The Trustee shall register the Bonds in his office and shall execute the Certificate of the Trustee on the Bonds to that effect by manual signature. In case any officer of the Authority whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until delivery. The Authority may adopt and use for that purpose the manual or facsimile signature of any person or persons who shall have been the Chair or Vice-Chair or Secretary at any time on or after the date borne by the Bonds, notwithstanding that such person may not have been such Chair or Vice-Chair or Secretary at the date of any such Bond or may have ceased to be such Chair or Vice-Chair or Secretary at the time when any such Bond shall be authenticated and delivered.

THE BONDS DO NOT CONSTITUTE AN OBLIGATION OR DEBT OF THE STATE OF OKLAHOMA, MCCLAIN COUNTY, OKLAHOMA, OR ANY MUNICIPALITY, COUNTY, POLITICAL SUBDIVISION, GOVERNMENTAL UNIT OR AGENCY OF THE STATE OF OKLAHOMA, OR PERSONAL OBLIGATIONS OF THE TRUSTEES OF THE AUTHORITY OR GENERAL OBLIGATIONS OF THE AUTHORITY, BUT IS A LIMITED OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM THE USE TAX REVENUES DERIVED BY THE AUTHORITY FROM THE COLLECTION OF THE USE TAX COLLECTED WITHIN MCCLAIN COUNTY PURSUANT TO THE USE TAX AGREEMENT. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF OKLAHOMA, MCCLAIN COUNTY, OR ANY COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT OR AGENCY THEREOF, IS OR SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. **THE AUTHORITY HAS NO TAXING POWER.**

Form of Bonds. The Bonds issued under the Indenture shall be substantially in the applicable form set forth in in the Indenture with such variations, omissions, and insertions as are permitted or required by the Indenture.

Maturity Schedule. The interest on the Bonds shall be payable semiannually on June 1 and December 1 of each year, commencing on June 1, 2026 until the principal amount of the Bonds is paid. Interest on such Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. The Bonds shall bear interest and shall mature in the following amounts on the following dates:

### **Serial Bonds**

<b><u>Maturity Date</u></b>	<b><u>Amount</u></b>	<b><u>Interest Rate</u></b>
6/1/2027	\$325,000.00	5.000%
6/1/2028	\$340,000.00	5.000%
6/1/2029	\$355,000.00	5.000%
6/1/2030	\$375,000.00	5.000%
6/1/2031	\$395,000.00	4.000%
6/1/2032	\$410,000.00	4.000%
6/1/2033	\$425,000.00	4.000%
6/1/2034	\$445,000.00	4.000%
6/1/2035	\$455,000.00	4.000%
6/1/2036	\$475,000.00	4.000%

**Conditions on Issuance.** Notwithstanding any other provision of the Indenture appearing to be to the contrary, the Bonds authorized by Article II of the Indenture shall not be authenticated or registered by the Trustee, or be delivered to any person, until the following conditions have been received by or met to the satisfaction of the Trustee.

- A. **Indenture.** An original or certified copy of the Indenture authorizing the issuance of the Bonds;
- B. **Counsel's Opinion.** A Counsel's Opinion to the Authority to the effect the Authority has the right and power under the Act as amended to the date of such Opinion to finance the Project, to adopt such Indenture, that such Indenture has been duly and lawfully adopted by the Authority, is in full force and effect and is valid and binding upon the Authority and enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to the enforcement of creditors rights generally and except to the extent that the enforceability thereof may be limited by the application of general principles of equity and the terms of the Indenture, as supplemented, and the Act as amended to the date of such Opinion, and the Bonds have been duly and validly authorized, issued and authenticated in accordance with applicable law and the Indenture;
- C. **Assurances.** Assurances shall have been delivered to the Trustee certifying to the following:
  - (i) The principal amount of the Bonds authorized to be issued and delivered, to whom delivery is to be made, and the amount of money to be paid to the Trustee as the purchase price of the Bonds;
  - (ii) The authenticity and fact of proper execution by the Authority of the Bonds as provided in the Indenture;
  - (iii) The Authority is in full possession of the Trust Estate described in the Indenture;
  - (iv) The non-existence of litigation or controversy, pending or threatened, affecting the existence of the Authority or the powers of its board of trustees, or affecting the validity or enforceability of the Bonds authorized by the Indenture or any proceedings whatsoever related to the issuance of the Bonds authorized by the Indenture or affecting the title to the Trust Estate described in the Indenture, or the funds provided for the payment of the principal of and interest on indebtedness authorized by the Indenture to be incurred;
  - (v) Payments of costs of issuance due and payable from the proceeds of the Bonds, to whom each payment is to be made by the Trustee, the amount of each such payment and the purpose thereof;

(vi) The authorization of the Chair or Vice-Chair of the Authority to execute such certificate.

- D. Market Legal Opinion. There shall have been delivered to the Trustee the legal opinion of the Floyd & Driver, PLLC, Norman, Oklahoma, in customary form;
- E. Receipt of Purchase Price. The Trustee shall have received the entire amount of the purchase price of the Bonds as specified in the certificate prescribed by the Indenture;
- F. Additional Documents. Such additional documents, certificates and Counsel's Opinion as may be required by the Authority to effect the issuance and sale of the Bonds.

Terms of Bonds. The Bonds shall be issued in the denomination of \$5,000 or any multiple of \$5,000. Bonds issued upon exchanges and transfers of other Bonds shall be dated so that no gain or loss of interest shall result from such exchange or transfer. Each Bond shall bear interest from the date thereof. The Bonds shall be numbered from R-1 upwards in chronological order as issued. Interest on Bonds shall be paid by the Trustee by check or draft mailed to the registered owner at his address as it appears on the books of registry kept pursuant to the provisions of Indenture, and Bonds shall be paid as to principal by the Trustee by presentation and surrender thereof to the Trustee at its corporate trust office by the registered owner. The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Execution and Authentication of Bonds.

- A. The Bonds shall be signed on behalf of the Authority by the manual or facsimile signature of its Chair or Vice-Chair and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary, and its seal shall be thereunto affixed by its Secretary or an Assistant Secretary, which may be by a facsimile of the Authority's seal which is imprinted upon the Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed or attested any of the Bonds shall cease to be such officer before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be binding upon the Authority as though such person who signed or attested the same had continued to be such officer of the Authority. Also, any Bond may be signed or attested on behalf of the Authority by any person who on the actual date of the execution of such Bond shall be the proper officer of the Authority, although on the nominal date of such Bond any such person shall not have been such officer of the Authority.
- B. Only such of the Bonds as shall bear thereon a certificate of authentication, executed by the Trustee shall be valid or obligatory for any purpose or entitled to the benefits of the Indenture, and such certificate shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, the Indenture and the Holder thereof is entitled to the benefits of the Indenture.

Registration of Transfer and Exchange of Bonds; Persons Treated as Bondholders. The Trustee shall act as initial bond registrar (the "Bond Registrar") and in such capacity shall maintain a bond register (the "Bond Register") for the registration and transfer of Bonds. Upon surrender of any Bonds at the Office of the Trustee, together with an assignment duly executed by the current Bondholder of such Bonds or such Bondholder's duly authorized attorney or legal representative in such form as shall be satisfactory to the Trustee, such Bonds may, at the option of the Bondholder, be exchanged for an equal aggregate principal amount of Bonds of the same Series and maturity, of Authorized Denominations and bearing interest at the same rate and in the same form as the Bonds surrendered for exchange, registered in the name or names requested by the assignee of the then Bondholder; provided the Trustee is not required to exchange or register the transfer of Bonds after the giving of notice calling such Bond for redemption, in whole or in

part. The Authority shall execute and the Trustee shall authenticate any Bonds whose execution and authentication is necessary to provide for exchange of Bonds pursuant to Section and the Authority may rely on a representation from the Trustee that such execution is required.

Any exchange or registration of transfer of Bonds shall be at the expense of the Authority except that the Trustee may make a charge to any Bondholder requesting such exchange or registration in the amount of any tax or other governmental charge required to be paid with respect thereto but will not impose any other charge.

Prior to due presentment for registration of transfer of any Bond, the Trustee shall treat the Person shown on the Bond Register as owning a Bond as the Bondholder and the Person exclusively entitled to payment of principal thereof, redemption premium, if any, and interest thereon and, except as otherwise expressly provided herein, the exercise of all other rights and powers of the owner thereof, and neither the Authority, the County, the Trustee nor any agent of the Issuer, the County or the Trustee shall be affected by notice to the contrary.

Temporary Bonds. Prior to the preparation of definitive Bonds of a Series the Authority may issue temporary Bonds in registered form and in such denominations as the Authority may determine but otherwise in substantially the form provided for definitive Bonds of such Series with appropriate variations, omissions and insertions. The Authority shall promptly prepare, execute and deliver to the Trustee before the first Interest Payment Date for such Bonds, definitive Bonds and, upon presentation and surrender of Bonds in temporary form, the Trustee shall authenticate and deliver in exchange therefor definitive Bonds of the same maturity for the same aggregate principal amount. Until exchanged for definitive Bonds, Bonds in temporary form shall be entitled to the lien and benefit of the Indenture.

Mutilated, Lost or Destroyed Bonds. If any Bond has been mutilated, lost or destroyed, the Authority shall execute, and the Trustee shall authenticate and deliver to the Bondholder, a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond but only if the Bondholder has paid the reasonable expenses and charges of the Authority and the Trustee in connection therewith and, in the case of a lost or destroyed Bond, (a) filed with the Trustee evidence satisfactory to the Trustee that such Bond was lost or destroyed and (b) furnished to the Trustee, the Authority and the County indemnity satisfactory to each. If any such Bond has matured or been called for redemption and is payable, instead of issuing a new Bond the Trustee may pay the same without issuing a replacement Bond.

If, after the delivery of such replacement Bond, the original Bond in lieu of which such replacement Bond was issued is presented for payment or registration, the Trustee shall seek to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom and shall be entitled to recover from the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Trustee, the County or the Authority in connection therewith.

Cancellation and Disposition of Bonds. The Authority or the County may deliver Bonds to the Trustee for cancellation at any time and for any reason and the Trustee is hereby authorized to cancel such Bonds. All Bonds that have been paid (whether at maturity or by acceleration, upon redemption or pursuant to Section 3.07 of the Indenture) or delivered to the Trustee for cancellation shall not be reissued. Unless otherwise directed by the Authority or the County, the Trustee shall treat such Bonds in accordance with its document retention policies or as may be directed by State law.

DTC Eligible. The Bonds are "DTC" (Depository Trust Company) eligible.

Book-Entry System; Termination. The Bonds are initially issuable only to Cede & Co., the nominee of DTC pursuant to the Book Entry Only System described in the DTC Letter of Representations of the

Authority (herein the "Representation Letter"). No physical delivery of the Bonds will be made to the purchasers.

A. The Trustee shall comply with the terms of the Authority's Representation Letter. References herein to Bondholders or registered Owners of Bonds shall mean the registered Owner as set forth in the Representation Letter and shall not mean the beneficial Owners of the Bonds. However, the book-entry system through DTC may be terminated upon the happening of any of the following:

- (i) DTC or the Authority advises the Trustee that DTC is no longer willing or able to properly discharge its responsibilities under the Representation Letter and the Trustee or the Authority is unable to locate a qualified successor clearing agency satisfactory to the Trustee and the Authority;
- (ii) The Authority, in its sole discretion, but with the consent of the Trustee, elects to terminate the book-entry system by notice to DTC and the Trustee; or
- (iii) After the occurrence of an Event of Default (at which time the Trustee promptly shall notify DTC of such Event of Default), the beneficial Owners of a majority in aggregate principal amount of the Bonds advise the Trustee in writing, through DTC, that the continuation of a book-entry system through DTC, to the exclusion of any definitive Bond certificates being issued to any person other than DTC or its nominee is no longer in the best interest of the beneficial Owners.

Upon the occurrence of any event described in the Indenture, the Trustee shall notify DTC of the occurrence of such event and of the availability of definitive Bond certificates to beneficial Owners requesting the same, in an aggregate outstanding amount representing the interest of each Owner, making such adjustments and allowances as it may find necessary or appropriate as to accrued interest. Definitive Bond certificates shall be issued only upon surrender to the Trustee of the Bond by DTC, accompanied by registration instructions from DTC for the definitive Bond certificates. Neither the Authority nor the Trustee shall be liable for any delay in delivery of such instructions and conclusively may rely on, and shall be protected in relying on, such instructions. Upon issuance of definitive Bond certificates, the Representation Letter shall no longer be in force and effect, and the Trustee shall perform its obligations as required under the Indenture that were performed by DTC.

Notices to DTC. Whenever notice or other communication to the Bondholders is required by the Trustee under the Indenture, unless and until definitive Bond certificates shall have been issued with respect to the Bonds, the Trustee shall give all such notices and communications specified herein or required by the Indenture to be given to Owners of Bonds to DTC.

Optional Redemption of Bonds. The Series 2025 Bonds maturing on or after June 1, 2031, shall be subject to redemption prior to maturity at the option of the Authority, in whole or in part in such order of maturity as the Authority determines and by lot within a maturity, on any date, on and after June 1, 2030, at least thirty (30) days' notice in principal amounts of \$5,000 or any integral multiple thereof, at par plus accrued interest.

Mandatory Redemption from Unexpended Proceeds. The Bonds are subject to mandatory redemption in whole, or in part in such order of maturity as the Authority determines and by lot within a maturity in \$5,000 denominations, from unexpended Bond proceeds remaining on deposit as of the completion date of the Facility. Bonds shall be redeemed on the first scheduled Interest Payment Date following the completion date of the Facility, at a redemption price equal to the principal amount of unexpended Bond proceeds, plus accrued interest thereon to the redemption date.

Notice of Redemption. In the event any of the Bonds or portions thereof (which shall be \$5,000 or an integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying the 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 in whole or in part at the address shown on the registration books. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time

Selection of Bonds Being Redeemed. In the event of any redemption of less than all Outstanding Bonds, any maturity or maturities and amounts within maturities to be redeemed shall be selected by the Trustee at the direction of the Authority. If less than all of the Bonds of the same maturity are to be redeemed, the Trustee shall select the Bonds to be redeemed by lot in such manner as the Trustee may determine. In making such selection, the Trustee shall treat each Bond as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bonds by such denomination.

Establishment of Funds. The following funds are created, which funds and accounts shall be special trust funds held by the Trustee:

- A. Revenue Fund.
- B. Bond Fund which shall consist of a Principal Account and an Interest Account.
- C. Project Fund.
- D. Rebate Fund.

Revenue Fund. There is established created a Revenue Fund.

All Use Tax Revenues payable to the Authority from the County shall be collected by the County and deposited, on behalf of the Authority, in the Depository Bank, pursuant to a Depository Agreement. Subsequently, deposits shall be made by the Depository Bank into a Revenue Fund created pursuant to the terms of the Indenture. Under the terms of the Indenture, the Trustee is directed to apply the monies held in the Revenue Fund as follows:

FIRST: Commencing on January 1, 2026 and no later than the 20th day of each month thereafter, for the next succeeding five months to the Bond Fund an amount equal to 1/5 of the interest payable on the next ensuing Interest Payment Date, and thereafter, to the Bond Fund an amount equal to 1/6 of the interest payable on the next ensuing Interest Payment Date; and commencing on January 1, 2026, and no later than the 20th day of each month thereafter, a monthly amount sufficient to equal the principal maturing on June 1, 2027 and thereafter an amount for the succeeding twelve months and thereafter, to the Bond Fund, an amount equal to 1/12 of the principal payable on June 1 next succeeding and thereafter on each principal payment date.

SECOND: To the Trustee an amount necessary to pay 1/12 of the amount of the annual trustee fee and other expenses of the Trustee.

THIRD: To make deposits, if needed, into the Rebate Fund such amount necessary to be paid to the United States Treasury.

Bond Fund. There is established and created a Bond Fund, and within such Bond Fund two subaccounts shall be established:

- A. A Principal Account

## B. An Interest Account

The Trustee shall, out of any monies transferred each month from the Revenue Fund make payments into the following funds, as received, in the following order of priority: (i) into the Interest Account, an amount equal to one-fifth of the interest due on June 1, 2026, and thereafter, an amount equal to one-sixth of the interest due on such December 30 and June 1 next succeeding and thereafter, less the credit balance, if any, of the Interest Account on such date of payment, and (ii) into the Principal Account, a monthly amount sufficient to equal the principal maturing on June 1, 2027 and thereafter an amount equal to one-twelfth of the principal maturing on such June 1 next succeeding and thereafter, less the credit balance, if any, of the Bonds so maturing or being redeemed on such date.

### Payments from the Principal and Interest Accounts of the Bond Fund

- A. Prior to each Interest Payment Date, the Trustee shall withdraw from the Interest Account of the Bond Fund an amount equal to the interest due on the Bonds on such Interest Payment Date and apply the same to the payment of said interest due.
- B. Prior to each date on which any principal amount of the Bonds is to mature or, alternatively, are to be redeemed, the Trustee shall withdraw from the Principal Account of the Bond Fund an amount equal to the amount of Bonds so maturing or being redeemed, as applicable, and apply the same to the payment of such maturing principal or redemption price of Bonds being redeemed, as applicable.

Purchase of Bonds on Open Market. At any time, either before or after any Bonds may be called for prior redemption, the Authority may direct the Trustee to purchase one or more Bonds on the open market, out of any money in the Principal Account in excess of the aggregate amount then required to be on deposit in the Principal Account under the provisions of Article IV of the Indenture, and, in that event, if the Trustee can so purchase any such Bond or Bonds at a price not exceeding the amount for which any Bond issued under the Indenture next shall be callable for prior redemption (but not including more interest than the next semi-annual interest thereon), it shall so purchase the same.

In the event that any Bond shall be redeemed prior to maturity, or purchased by the Authority prior to maturity thereof, upon cancellation thereof, the amount of interest expressed in such Bond which would have been payable on each Interest Payment Date following cancellation to the date of maturity expressed in such Bond shall be deemed to have been deposited in the Interest Account on the fifteenth (15th) day of the month prior to such Bond Payment Date and the amount of principal of such Bond shall be deemed to have been so deposited in the Principal Account and transferred on the fifteenth (15th) day of the month prior to the expressed maturity date thereof.

Establishment of Project Fund. There is established and created a Project Fund, which shall receive the proceeds of the Bonds. The costs and expenses of and incidental to the issuance and sale of the Bonds shall be paid to the persons entitled thereto, in the respective amounts as certified to the Trustee by the Authority in accordance with the provisions of Section 5.01 of the Indenture, and thereafter to pay Project Costs as defined herein.

### Investment of Funds.

- A. Monies held in the Interest Account and the Principal Account of the Bond Fund and the Project Fund shall be invested and reinvested by the Trustee to the fullest extent practicable only in Authorized Investments which mature not later than such times as shall be necessary to provide monies when needed for payments to be made from the Interest Account and Principal Account of the Bond Fund. Provided, however, that the Trustee shall make such investments only in accordance with written instructions received from the Authority; and in the event timely instructions as to investment are not received, then the Trustee shall proceed with investment of such Interest Account or Principal Account of the Bond Fund. Interest earned on investments in the

Interest Account and the Principal Account shall be credited to the account wherein earned and utilized to reduce the next payment due.

- B. Monies held in the Revenue Fund may be invested and reinvested in Authorized Investments at the written direction of the Authority which mature not later than such times as shall be necessary to provide sufficient monies when needed for payments to be made from such fund, and in any case, monies in the Revenue Fund sufficient to meet the periodic transfers to the Bond Fund shall be available for timely transfer, and, in the event that timely instructions are not received, then the Trustee shall proceed with investment of such Revenue Fund. Interest earned on investments in the Revenue Fund shall be transferred to the Interest Account of the Bond Fund as received.
- C. Monies held in the Project Fund shall be invested and reinvested in Authorized Investments at the direction of the Authority and, in the event that timely instructions are not received, then the Trustee shall proceed with investment of such Fund. Interest earned on investments in the Project Fund shall be credited to the Project Fund as received and utilized in accordance with Section 5.01.
- D. Any monies held as a part of any fund established under the Indenture shall be invested or reinvested by the Trustee in accordance with the terms thereunder. All earnings on such investments will be applied in such a manner as to meet the terms thereunder and to meet the applicable arbitrage requirements of Section 148 of the Internal Revenue Code, as amended, and the applicable regulations and rulings thereunder.

Rebate Fund. There is established and created a Rebate Fund, which fund is to be held in trust by the Trustee for the benefit of the United States and shall not be subject to the lien of the Bondholders. The Rebate Fund shall be used to receive monies and to distribute same in accordance with the No Arbitrage Certificate.

Disposition of Unclaimed Funds. Notwithstanding any provisions of the Indenture, and subject to applicable unclaimed property laws, any money deposited with the Trustee or any Paying Agent in trust for the payment of principal of, redemption premium of or interest on the Bonds remaining unclaimed for six (6) years after the payment thereof: (a) shall be reported and disposed of by the Trustee in accordance with applicable unclaimed property laws; or (b) to the extent permitted by applicable law, shall be paid to the Authority, whereupon all liability of the Authority and the Trustee with respect to such money shall cease. All moneys held by the Trustee or any Paying Agent and subject to Section 4.06 of the Indenture shall be held uninvested and without liability for interest thereon.

Payment of Bonds. The Authority shall duly and punctually pay or cause to be paid the principal of every Bond and the interest thereon at the dates and places and in the manner mentioned in such Bonds according to the true intent and meaning thereof. The Trust Estate is mortgaged and Use Tax Revenues are pledged to the payment of the bonds in the manner and to the extent specified in the Indenture.

Payment of Lawful Charges. The Authority shall not create or suffer to be created a lien or charge on a parity with the Bonds on the Trust Estate or any part thereof or upon the revenues therefrom, except the pledge and lien created by the Indenture for the payment of the principal of and interest on the Bonds, or except in accordance with Section 11.01 of the Indenture. The Authority shall not make any payments in lieu of any tax or assessment unless required by law, and shall make no payment to any person, by way of compensation or otherwise, in respect of any tax, assessment or other charge levied on or on account of real property or other assets which are part of the Trust Estate and are owned or leased by the Authority if, by virtue of such ownership or leasehold interest, such real property or other assets shall be exempt from such tax, assessment or other charge

Accounts and Audit. The Authority shall keep or cause to be kept, proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its



transactions relating to the Trust Estate of any part thereof, and which, together with all other books and papers of the Authority, shall at all reasonable times be subject to the inspection of the Trustee, or the Holder or Holders of any of the Bonds then Outstanding or their representatives duly authorized in writing. The Authority shall cause its books and accounts to be audited each Fiscal Year by a Certified Public Accountant, and within six months after the end of each Fiscal Year copies of the reports of such audits so made shall be furnished to the Trustee, and shall send copies hereof to the Auditor and Inspector of the State of Oklahoma and to its Beneficiary, McClain County.

Further Assurances. At any and all times the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further indentures, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, revenues and other funds pledged or assigned, or intended so to be, or which the Authority may become bound to pledge or assign, or as may be reasonable and required to carry out the purposes of the Indenture. The Authority shall at all times, solely from the Trust Estate, to the extent permitted by law, defend, preserve and protect the Trust Estate and the pledge of the revenues and other funds pledged under the Indenture and all the rights of the Bondholders under the Indenture against all claims and demands of all persons whomsoever.

Tax Covenants.

(a) The Authority covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code, to the extent applicable to the Bonds, (ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Authority in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and (iv) it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code. The Trustee covenants that in those instances where it exercises discretion over the investment of funds, it shall not knowingly make any investment inconsistent with the foregoing covenants.

(b) The Authority covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States Treasury pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The Authority specifically covenants to pay or cause to be paid to the United States Treasury, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Investment Instructions, if any, set forth in the Tax Compliance Certificate. Notwithstanding anything to the contrary contained herein, the Investment Instructions may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the tax-exempt status of the Bonds.

(c) For purposes of ensuring that the interest on the Bonds remains exempt from federal income taxation, the Authority covenants that:

(i) it will comply and will cause the County to comply with all applicable provisions of the Code, and will take and will cause the County to take any and all actions necessary to maintain, in each case, the tax-exempt status of the Bonds and to have the applicable sections of the Code apply thereto; and

(ii) it will refrain and will cause the County to refrain from any action which would adversely affect, or to take such action to assure, the tax-exempt status of the Bonds;

(iii) it will not use or permit the use of any proceeds of such Bonds, take or permit any action to be taken, or fail to take any action, if any such use, action or failure to take action would adversely affect the tax-exempt status of the Bonds.

In addition, the Authority will adopt such other resolutions, enter into such agreements and take such other actions as may be necessary to comply, or to cause the County to comply, with the Code and all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure the tax-exempt status of the Bonds.

(d) The Authority covenants that it will comply, and will cause the County to comply, with the Federal Tax and Arbitrage and Use of Proceeds Certificate.

Supplement or Amendment Without Bondholder Consent. The Trustee and the Authority may, from time to time and at any time without the consent of the Holders of any of the Bonds, enter into indentures supplemental or amendatory hereto which, in the opinion of the Trustee (whose opinion shall be conclusive upon the Authority and the Holder of any Bond), shall not be inconsistent with the terms and provisions of the Indenture for any of the purposes heretofore specifically authorized in the Indenture, and in addition thereto for the following purposes:

- A. To cure any ambiguity or formal defect, inconsistency, or omission in the Indenture or to clarify matters or questions arising thereunder;
- B. To add additional covenants and agreements of the Authority for the purpose of further securing the payment of the Bonds;
- C. To confirm as further assurance any pledge of additional revenues, monies, securities or funds;
- D. To effect any changes necessary in order that the rating or ratings, if any, assigned to the Bonds by Moody's Investors Service or Standard & Poor's Rating Group shall be the best ratings obtainable with respect to such Bonds from such rating agencies; or
- E. To provide for the creation of any additional funds or accounts as the Authority and the Trustee shall deem desirable for the further securing and assurance of Bonds Outstanding, or provide for such additional funds or accounts as the Authority shall deem appropriate to enhance the management and efficiency of the Authority; and
- F. To maintain the tax-exempt status of the Bonds.

At least thirty (30) days prior to the execution of any supplement or amendment to the Indenture for any of the applicable purposes provided in the Indenture, the Trustee shall cause a notice of the proposed execution of such supplement or amendment to be mailed, postage prepaid, to the Bondholders of record at their addresses as shown on the bond registration books. Such notice shall briefly set forth the nature of the proposed supplement or amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by the Bondholders. A failure on the part of the Trustee to mail the notice required by Section 8.01 of the Indenture shall not affect the validity of such supplement or amendment.

Supplement or Amendment upon Approval of 51% of Bondholders The provisions of the Indenture may be supplemented or amended in any particular by the Authority and the Trustee and the Holders of not less than fifty-one percent (51%) of the aggregate principal amount of Bonds then Outstanding which would be adversely affected by the supplement or amendment; provided, however, that no such supplement or amendment may be adopted which decreases the percentage of Bonds required to approve a supplement or amendment, nor which permits a change in the date of payment of the principal of any Bonds 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.

Reliance on Counsel. The Trustee shall be entitled to receive, and shall be fully protected in relying upon an opinion of counsel, who may be counsel for the Authority, as conclusive evidence that any such proposed amendatory or supplemental Indenture complies with the provisions of the Indenture, and that it is proper for the Trustee, under the provisions of Article VIII of the Indenture, to join in the execution of such amendatory or supplemental Indenture.

Amendment or Supplement Binding. Upon the execution of any amendatory or supplemental Indenture pursuant to the provisions of Article VIII, the Indenture shall be and be deemed to be supplemented, modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Trustee, the Authority, and the Holders of the Bonds then Outstanding shall thereafter be determined, exercised and enforced under the Indenture, subject in all respects to such modification and amendments.

Events of Default; Acceleration of Maturities; Remedies.

- A. If one or more of the following events (herein called and defined as "Events of Default") shall happen:
- 1) Failure to keep the Trust Estate free and clear of all adverse claims and demands and all liens and encumbrances whatsoever on said Trust Estate; or
  - 2) Failure to keep said Project in proper repair, or commit or allow waste thereon or with respect thereto; or
  - 3) Failure to comply with any statutes, rules or regulations with respect to or affecting the Trust Estate and operation of the Authority; or
  - 4) Failure to procure and provide the insurance required by the Indenture; or
  - 5) Failure to make when due the payment of principal or interest and/or applicable redemption premium on the Bonds; or
  - 6) Failure to observe any other covenant of the Indenture.
- B. Should any judicial or other proceedings at any time be instituted against the Authority or the Trustee, or either of them, or the Holder of any Bond, involving any part or portion of the Trust Estate or Use Tax Revenues and income therefrom, or involving the validity of the Bond Indenture; or
- C. Should the Trustee encounter any adverse claims or other difficulties or obstacles in endeavoring to secure for itself or themselves or the beneficiaries under the Indenture, the benefit of all rights, powers, priorities and privileges vested in and conferred upon the Trustee by the Bond Indenture;

Then, in the event of the occurrence of any one or more above described Events of Default, then, in those circumstances, at its sole option and discretion (after first giving the Authority one hundred twenty (120) days written notice to comply therewith and failure of the Authority to so comply within said one hundred twenty (120) day period), either in its own name or in the name of the Authority, the Trustee may exercise any legal remedy it may have in law or in equity, including, but not limited to any one or more of the following: acceleration of maturities; compromise or discharge any such liens, adverse claims and demands, claim or liability, and encumbrances; make any such repairs; eliminate any such waste; cause each such statute, rule or regulation to be complied with; procure and provide any such insurance; enter an appearance in and defend against any such judicial or other proceedings and file and prosecute therein such cross-petition or counterclaim as to the Trustee may deem proper; institute and prosecute all such suits and actions as may be deemed necessary, expedient or advisable to allay and remove any such adverse claim or other difficulty or obstacle, and (without limitation by virtue of the express enumeration of powers hereinabove) as it may deem proper for the protection of the Trust Estate and the Bonds, all at the Authority's expense.

Upon the occurrence of any Event of Default described in Section 9.01(a) of the Indenture, the Trustee may, and upon the written request of the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the Authority, declare the principal of all Bonds then outstanding and the interest accrued thereon including any other indebtedness, obligations and sums secured by the Indenture, including attorney's fees, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Appointment of Temporary Trustee; Receivers. On the happening of an Event of Default as defined herein, or upon a default as specified herein, then, and in every such case, the Trustee or the Holders of at least 51% of the Bonds Outstanding under the Indenture may appoint a receiver or temporary trustee or trustees for the Trust Estate. Every appointment shall be in writing and shall specify the default or defaults existing under the terms of the Indenture whereby the power of appointment thereby granted is invoked, shall designate the name and person or persons to be such receiver or temporary trustee or trustees and, upon compliance with the provisions of the Indenture, if such appointment is by the Trustee, and upon compliance with the Indenture, if such appointment is by the holders of at least 51% of the Bonds then Outstanding thereunder, the trustee so supplanted shall ipso facto cease to have any power or authority under the Indenture.

Any receiver, temporary trustee or trustees, who shall have been appointed by the Trustee under the terms of the Indenture may be supplanted by a receiver, temporary trustee or trustees appointed by the holders of at least 51% of the Bonds then Outstanding under the Indenture. The receiver, temporary trustee or trustees shall receive a reasonable fee for his or their services in any amount fixed by the Trustee, which may be changed by holders of at least 51% of the Bonds then Outstanding, to be paid from the Use Tax Revenues of the Trust Estate.

In the event of any vacancy in the office or position of any receiver, temporary trustee or trustees, the permanent trustee so supplanted shall not be entitled to act as trustee under the Indenture by reason whereof, but such vacancy shall continue to exist until some person be appointed as temporary trustee under the terms of the Indenture.

The written appointment of any receiver, temporary trustee or trustees shall be sent by registered mail to the County Clerk of the Beneficiary, McClain County.

In the event of the appointment of a receiver, temporary trustee or trustees, either to supplant a permanent trustee or to supplant a temporary trustee appointment by the Trustee made by the holders of at least 51% of the Bonds then Outstanding, a copy of such appointment or appointments shall be sent by registered mail to the Trustee, as well as to the County Clerk.

Upon the curing of the default or defaults pursuant to which any receiver, temporary trustee or trustees shall have been appointed under the terms of the Indenture, and if there shall not be then any default under the provisions of the Indenture, the permanent trustees of the Authority or the governing body of the County may give written notice to the Trustee of the curing of said default or defaults and of the non-existence of any other defaults; and upon the delivery of said notice to the Trustee, and its acquiescence therein, the receiver, temporary trustee or trustees appointed under the Indenture shall ipso facto cease to have any power or authority under the Bond Indenture and the permanent trustees of the Authority shall be reinstated as trustees under the Bond Indenture with all rights and powers to the same except as though a receiver or temporary trustee or trustees had not been appointed.

Waiver of Appraisement, Etc. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Authority, nor anyone claiming through or under the Authority, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of the Indenture or the exercise by the Trustee of any of its rights under the Indenture with respect to the Trust Estate.

Insufficiency in Bond Fund and other Funds of the Authority; Application of Monies. Anything in the Indenture to the contrary notwithstanding, if at any time the monies in the Revenue Fund and all other funds and assets of the Trust Estate received and held in regard to the Bonds (including any unspent monies in the Project Fund) shall not be sufficient to pay the interest on or principal of the Bonds as the same shall become due and payable (either by their terms or by acceleration), such monies, together with any monies

when available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in Article IX or otherwise, shall be applied 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:
  - 1) 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;
  - 2) 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 the 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);
  - 3) To the extent of any remaining funds following the payment in full of the amounts required in 1 and 2 above, to the payments set forth in Section 4.02 and Section 4.03 in the same order of priority.
- B. If the principal of all the Bonds shall have become or shall have been due and payable, all such monies shall be applied, after payment of all reasonable fees and expenses of the Trustee 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 preference except as to any differences in the respective rates of interest specified in the Bonds; and
- 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) above, 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 to the Revenue Fund and all other funds held under the Indenture shall be applied in accordance with the provisions of paragraph (A) above.

Whenever money is to be applied by the Trustee pursuant to the provisions of Section 9.04 of the Indenture, 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 application in the future; the deposit of such money or setting aside such money in trust for the proper purpose 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 apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it 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 dates shall cease to accrue. Whenever all principal of, redemption premium (if any) and interest on all Bonds have been paid under the provisions of Section 9.04 of the Indenture and all expenses and charges of the Trustee, the Authority, then any balance remaining in such funds after payment in full of such obligations shall be paid to the Authority as provided in Section 4.06 of the Indenture.

Discontinuance of Proceedings. In case any proceeding taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had taken place.

Remedies not Exclusive. Upon the occurrence of an Event of Default, the Trustee may also pursue any other remedy available to it as it shall deem best, including any action or suit at law or equity to enforce the payment of the principal of, redemption premium (if any) and interest on the Bonds then outstanding, or for the specific performance of any covenant or agreement contained herein or for enforcement of the rights of the Authority, the Trustee or the Bondholders with respect to the Trust Estate or any part thereof or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect the rights aforesaid, insofar as the same may be authorized by law.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under the Indenture or existing at law or in equity on or after the date of adoption of the Indenture.

Remedies Vested in Trustee. Subject to Section 9.02 and 9.03 of the Indenture, all rights of action (including the right to file proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without possession of the Bonds and without their production in any trial or other proceedings relating thereto. Any suit or proceeding instituted by the Trustee may be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds.

Individual Bondholder Action Restricted. No holder of any Bond shall have any right to institute any suit, action or proceeding for the enforcement of the Indenture or for the execution of any trust or for any remedy under the Indenture, unless (i) at least fifty-one percent (51%) of the aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in the Indenture or to institute an action, suit or proceeding in its own name; and such Bondholders shall have offered the Trustee such indemnity as may be satisfactory to the Trustee, and the Trustee shall have failed or refused to exercise the powers granted in the Indenture or to institute an action, suit or proceeding in its own name for a period of fifteen (15) days after receipt of the request and offer of indemnity or (ii) no one or more Holders of Bonds shall have any right in any manner whatsoever to disturb or prejudice the security of the Indenture or to enforce any right except in the manner herein provided and then only for the equal benefit of the Holders of all Outstanding Bonds.

Waiver and Non-Waiver of Event of Default.

- A. No delay or omission of the Trustee or of any Holder of Bonds to exercise any right or power accruing upon any Event of Default shall impair the right or power or shall be construed to be a waiver of an Event of Default or an acquiescence therein. Every power and remedy given by Article IX to the Trustee and to the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.
- B. The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of the Indenture, or before the completion of the enforcement of any other remedy under the Indenture.
- C. Notwithstanding anything contained in the Indenture to the contrary, the Trustee shall waive any Event of Default and its consequences, subject to Section 9.05.
- D. In case of a waiver by the Trustee of any Event of Default the Authority, the Trustee, and the Bondholders shall be restored to their former positions and rights under the Indenture but no waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with Section 10.01 of the Indenture.

Payment and Termination. When the Bonds secured by the Indenture shall have become due and payable in accordance with their terms, or shall have been duly called for redemption, or irrevocable instructions to call the Bonds for redemption shall have been given by the Authority to the Trustee and the whole amount of the principal, the interest and the premium, if any, so due and payable upon all of the Bonds then Outstanding shall be paid to, or sufficient monies after consideration of investment income to be earned on such monies, shall be held by the Trustee and provisions shall also be made for paying all other sums payable under the Indenture by the Authority, then, and in that case, the right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee shall execute such documents to evidence such release as may be reasonably required by the Authority, and shall turn over to the Authority any surplus monies in any account other than monies needed for redemption or payment of Bonds.

The release of the obligations of the Authority under the Indenture shall be without prejudice to the right of the Trustee to be paid reasonable compensation for all services rendered by it under the Indenture and all its reasonable expenses, charges and other disbursements incurred on or about the administration of the trust created and the performance of its powers and duties under the Indenture.

Notwithstanding anything to the contrary herein, the following requirements with regard to defeasance shall be met as follows:

- A. Defeasance shall be accomplished only with an irrevocable deposit in escrow of certain investments referred to in Section 10.01 of the Indenture. Further substitutions of securities in the escrow are not permitted. The deposit in the escrow must be sufficient, without reinvestment, to pay all principal and interest as scheduled on the Bonds to and including the date of redemption.
- B. A copy of the escrow agreement and Certified Public Accountant's certificate stating that the escrow is sufficient to meet standards of Section 10.01 of the Indenture, together with the final Official Statement for the refunding issue (if applicable), Bond Counsel opinion, Trustee's receipt, and Trustee's certification as to the application of funds shall be furnished to the Trustee and the Authority no later than ten (10) business days subsequent to the defeasance.
- C. The investments for a defeasance must consist solely of one or more of the following: (a) cash; (b) State and Local Government Series issued by the United States Treasury ("SLGS"); (c) United States Treasury bills, notes and bonds, as traded on the open market; and (d) Zero Coupon United States Treasury Bonds.

Provision for Payment. Bonds or interest installments for the payment or redemption of which non-callable direct obligations of, or non-prepayable obligations the payment of the principal of and interest on which are unconditionally guaranteed, by the United States of America shall have been set aside and shall be held in trust by the Trustee 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 Section 10.01 of the Indenture. All outstanding Bonds and all interest on such Bonds shall, prior to the maturity or redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in Section 10.01 of the Indenture in case of any of said Bonds which are to be redeemed on any date prior to their maturity, (a) the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to give notice of redemption of such bonds on said date; (b) there shall be government obligations the principal of and interest on which when due will provide monies which shall be sufficient to pay when due the principal of and interest due at the maturity or on the redemption date thereof, as the case may be; and (c) in the event such Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable, notice of redemption that the deposit required by (b) above has been made with the Trustee and that such Bonds and interest thereon are deemed to have been paid in accordance with the Indenture

and stating such maturity or redemption date upon which monies are to be available for the payment of the principal of and interest on such Bonds.



**EXHIBIT B**  
**FORM OF USE TAX AGREEMENT**

**USE TAX AGREEMENT**

THIS USE TAX AGREEMENT, dated as of the 1st day of December 2025 (this "Use Tax Agreement"), by and between the McClain County Economic Development Authority (the "Authority") and McClain County, Oklahoma (the "County").

W I T N E S S E T H:

WHEREAS, the Trust has been created by that certain Trust Indenture dated as of June 24, 1981, as amended, for the use and benefit of the County 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 Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, following the adoption by the County of a resolution dated November 24, 2025 (the "Use Tax Resolution"), approving the pledging of a certain use tax which such use tax pertains to the levy and collection from the imposition by the County of a one-half (1/2) cent use tax (the "Use Tax"), to provide revenues for the design, construction, financing, furnishings, capital facilities and improvements, equipment, fixtures, site preparation, street improvements, relocation of offices, and other facilities, and maintenance and operation expenses for the McClain County Election Board Facility (the "Facility") construction project located in McClain County, and to pay costs of issuance associated with the issuance of the Bonds (the "Project"); and

WHEREAS, the collection of revenues from the imposition of such Use Tax (the "Use Tax Revenues") is currently underway, and will continue until lawfully repealed;

WHEREAS, the Authority has determined to issue its Use Tax Revenue Bonds Series 2025 (the "Series 2025 Bonds" or "Bonds") in the aggregate principal par amount of not to exceed Four Million Dollars (\$4,000,000) for the purpose of financing the design, construction, financing, furnishings, capital facilities and improvements, equipment, fixtures, site preparation, street improvements, relocation of offices, and other facilities, and maintenance and operation expenses for the McClain County Election Board Facility construction project located in McClain County, and to pay costs of issuance associated with the issuance of the Bonds; and

WHEREAS, in consideration for the Authority issuing its Series 2025 Bonds to fund the Project, the County has agreed to levy, pledge and appropriate the Use Tax Revenues to the Authority pursuant to this Use Tax Agreement for purposes of paying and securing the Series 2025 Bonds and to agree to certain other covenants contained herein; and

WHEREAS, in order to secure the payment of the Series 2025 Bonds and define how the Use Tax Revenues are to be received by the County and paid over to the Authority, it is necessary that the County and the Authority enter into this Use Tax Agreement; and

WHEREAS, all things to be done to make this Use Tax Agreement a valid and binding agreement by and between the Authority and the County have been done, happened and performed;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants expressed herein and the issuance of the Series 2025 Bonds by the Authority by and on behalf of the County and other good and valuable consideration, receipt of which is hereby acknowledged by and between the parties hereto, the Authority and the County agree as follows:

Section 1. The Authority has authorized the issuance of the Use Tax Revenue Bonds Series 2025 in the aggregate principal amount of not to exceed \$4,000,000 and shall issue the Series 2025 Bonds as aforesaid. Upon the issuance and delivery of the Series 2025 Bonds, the Authority will deliver and apply the bond proceeds as set forth in the Bond Indenture, dated as of December 1, 2025 (the "Bond Indenture"), between the Authority and BancFirst (the "Trustee").

Section 2. The Authority acknowledges that it participated in the drafting and negotiation of the Indenture and approves and agrees to each of the provisions of the Indenture. The Authority agrees that it is bound by, shall adhere to, and shall have the rights set forth by, the Indenture.

Section 3. The Authority's obligations under this Use Tax Agreement are special, limited obligations payable solely from the Use Tax Revenues. Such obligations are not general obligations of the County or the Authority, and neither the full faith and credit or the taxing power of the County is pledged to the payment of all amounts due and payable by the County under this Use Tax Agreement. The Authority has no taxing power.

Section 4. The County shall levy the Use Tax in the amount, for the period and in the manner set forth in the Use Tax Resolution.

Section 5. The monthly Use Tax Revenues remitted from the Oklahoma Tax Commission to the County shall be deposited in a special account established in the General Fund of the County. The County agrees to appropriate each year the full amount of such Use Tax Revenues, 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 "McClain County Economic Development Authority Gross Revenue Fund" (the "Use Tax Fund"). The County hereby expressly and unconditionally grants to the Authority the power to pledge and assign the Use Tax Revenues to the payment of the Series 2025 Bonds and other charges and expenses as described herein, which the Authority does hereby pledge and assign to the Trustee pursuant to the Bond Indenture and transferred to the Trustee for deposit to Revenue Fund as set in the Bond Indenture. The Use Tax Revenues are to be utilized in the manner and for the purposes set out in the Bond Indenture, which purposes it is hereby acknowledged are consistent with the authorized uses of said Use Tax Revenues as set out in the Use Tax Resolution.

The Use Tax Fund shall be chargeable with the following payments in the following order of priority:

First: to pay the scheduled principal of and interest on the Series 2025 Bonds and annual fees and any other expenses due to the Trustee and to pay any other sums required for payment pursuant to the Bond Indenture;

Second: to redeem Series 2025 Bonds in advance of maturity, as more fully set forth in the Bond Indenture; and

Third: Upon payment in full of the principal of the Series 2025 Bonds and all accrued interest thereon, and upon discharge of the Bond Indenture, then any remaining Use Tax Revenues in the Use Tax Fund shall be transferred to the County and shall be available for the uses and purposes provided in the Use Tax Resolution.

Notwithstanding anything in this Use Tax Agreement to the contrary, upon the occurrence of an Event of Default as defined in the Bond Indenture, and upon demand of the Trustee, the bank or banks

holding said Use Tax Fund shall transfer the entire balance of the Fund to the Trustee. Upon receipt of such moneys and anytime thereafter until such Event of Default is cured to the satisfaction of the Trustee, the Trust shall deposit or cause to be deposited the Use Tax Revenues as received into the Revenue Fund held by the Trustee. This covenant is the essence of the transaction and may be specifically enforced.

Section 6. In consideration of the issuance of the Series 2025 Bonds by the Authority on behalf of the County, the Authority has pledged the Use Tax Revenues to the Trustee pursuant to the Bond Indenture and does hereby create a security interest in said revenues in favor of the Trustee for the benefit of the Bondholders. The parties hereto agree that the Use Tax Fund shall be a special trust fund for the benefit of the Trustee and the holders of the Series 2025 Bonds.

Section 7. Monies contained in the Use Tax Fund shall be continuously invested and reinvested, as directed by the Authority, in Authorized Investments as defined in the Indenture, which shall mature not later than the respective dates, as estimated, when the monies in said fund shall be required for the purposes intended.

Section 8. The Authority and the County agree to continually ensure that the Use Tax Revenues are utilized for the authorized purposes as set out in the Use Tax Resolution and in the manner set out in Section 5 hereof.

Section 9. The Authority covenants that it will comply with the requirements and conditions of the Federal Tax and Arbitrage and Use of Proceeds Certificate as defined in the Indenture. Without limiting the foregoing and notwithstanding anything to the contrary in this Use Tax Agreement, the Authority will not take, or permit to be taken on its behalf, any action which would cause interest on the Series 2025 Bonds to be included in gross income for federal income tax purposes and will take such reasonable action as may be necessary to continue such exclusion from gross income, including:

(a) the Authority will not use the proceeds of the Series 2025 Bonds, or any other funds which may be deemed to be proceeds of the Series 2025 Bonds pursuant to Section 148 of the Code, which will cause the Series 2025 Bonds to be "arbitrage Series 2025 Bonds" within the meaning of such Section, and will comply with the requirements of such Section throughout the term of the Series 2025 Bonds;

(b) the Authority will prepare and file any statements required to be filed by it in order to maintain such exclusion; and

(c) the Authority will pay to the United States any amount required to be paid by the Authority or the County pursuant to Section 148(f) of the Code, at the times, in the amounts and at the places required in order to maintain the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes. If the Authority fails, following written demand therefore, to make such payment, the Authority irrevocably authorizes and directs the County, the Trustee and any other agent designated by the County to make payment of such amounts from funds of the Authority, if any, held by the County, the Trustee, or any agent of the Authority or the Trustee.

Section 10. This Use Tax Agreement shall remain in full force and effect until the Series 2025 Bonds or any subsequent Series 2025 Bonds issued pursuant to the Bond Indenture are no longer outstanding. It is hereby acknowledged, however, that under Oklahoma Law, the County may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the County shall be on a year-to-year basis renewed by mutual ratification and approval by the parties for additional one-year periods on July 1 of each year until such time as the principal of and interest on the Bonds has been paid; provided that the payment of the Use Tax Revenues as set out herein is subject to annual appropriation by the County. The Series 2025 Bonds issued by the Authority shall in no way be or become an obligation of the County.

Section 11. It is understood and agreed that this Use Tax Agreement is a third-party beneficiary contract for the benefit of the holder of the Series 2025 Bonds and may be pledged and assigned by the Authority as security for the Series 2025 Bonds.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the McClain County Economic Development Authority has caused this Use Tax Agreement to be signed by its Chair, attested by its Secretary, and has caused the seal of the Authority to be impressed hereon and McClain County, Oklahoma, acting by and through its Board of County Commissioners, has caused this Use Tax Agreement to be signed by its Chair, attested by the County Clerk, and has caused the seal of the County to be impressed hereon, all as of the date above set out.

MCCLAIN COUNTY ECONOMIC DEVELOPMENT  
AUTHORITY

---

Chair

ATTEST:

---

Secretary

COUNTY COMMISSIONERS, BOARD OF  
OKLAHOMA MCCLAIN COUNTY,

SEAL:

---

Chair, Board of County Commissioners

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McClain County Clerk

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## **EXHIBIT C**

### **FORM OF DEPOSITORY AGREEMENT**

#### **DEPOSITORY AGREEMENT**

THIS DEPOSITORY AGREEMENT (the "Agreement"), dated as of December 1, 2025, by and between McClain County Economic Development Authority, a public trust and agency organized under the laws of the State of Oklahoma, (the "Issuer" or "Authority") and McClain Bank, a state banking institution, having an office in Purcell, Oklahoma, (the "Depository Bank");

#### **WITNESSETH**

WHEREAS, the McClain County Economic Development Authority (the "Issuer" or "Authority") has determined to issue in an aggregate principal amount of not to exceed \$4,000,000 of the Authority's Use Tax Revenue Bonds Series 2025 (the "Series 2025 Bonds"); and

WHEREAS, the proceeds from the sale of the Series 2025 Bonds will be used to provide funds for the design, construction, financing, furnishings, capital facilities and improvements, equipment, fixtures, site preparation, street improvements, relocation of offices, and other facilities, and maintenance and operation expenses for the McClain County Election Board Facility (the "Facility") construction project located in McClain County, and to pay costs of issuance associated with the issuance of the Bonds (the "Project"); and

WHEREAS, the Authority desires to establish bank accounts into which it will deposit all funds ("Use Tax Revenues") received by it under that certain Use Tax Agreement by and between the Authority and the Board of County Commissioners of McClain County (the "County") dated as of December 1, 2025, for the Project; and

WHEREAS, the Depository Bank is willing to accept such deposits and disburse them in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the performance of the mutual promises herein contained, the Authority and the Depository Bank hereby agree as follows:

Section 1. Creation of Depository. Funds and Accounts. There is hereby created and ordered established with the Depository Bank a collection and disbursement fund to be designated "McClain County Economic Development Authority Gross Revenue Fund", (hereinafter referred to as "Gross Revenue Fund" or "Use Tax Fund") which shall receive on a monthly basis approximately 100% of the one-half (1/2) percent Use Tax Revenues. The Depository Bank agrees to accept the deposit of such funds and to disburse them in accordance with the provisions of this Section 1, and Section 2 of this Agreement. Such Gross Revenue Fund shall be maintained as long as any of the Series 2025 Bonds are outstanding, and all monies therein shall be kept on deposit separate from all other funds of the Authority in the custody of the Depository Bank. The Gross Revenue Fund shall be secured as required by applicable law.

Said accounts created herein shall be placed in interest bearing demand accounts, invested at a yield not in excess of the yield on the Series 2025 Bonds. It is further acknowledged and agreed by the parties of this Agreement that any and all interest earned on accounts created under this Agreement shall be the sole and exclusive property of the Authority. It is further acknowledged and agreed by the parties of this Agreement that any and all interest earned on the accounts created under this Agreement shall be retained in that account for the use thereof.

Section 2. Accumulation and Disbursement of Revenues. The purpose of these accounts shall be to receive all Use Tax Revenues derived by the Authority which are pledged under the Indenture (as herein defined) as security for the Series 2025 Bonds; to pay over to the Trustee pursuant to that certain

Bond Indenture dated as of December 1, 2025, (the "Indenture") by and between the Authority and BancFirst, Oklahoma City, Oklahoma ("Trustee") for payment on the Series 2025 Bonds and other sums required for payment pursuant to the Indenture and to redeem Series 2025 Bonds prior to maturity and to pay certain costs of operation and expenses of the Project. The Gross Revenue Fund shall first be used for disbursement in accordance with this Section 2, in the following order:

(a) To the Trustee, on a monthly basis, debt service requirements on the Series 2025 Bonds, pursuant to the underlying Indenture;

(b) To the Trustee, on a monthly basis, the amount necessary to pay the annual Trustee fee and other expenses of the Trustee;

(c) To the Trustee to make deposits, if needed, into the Rebate Fund such amounts necessary to be paid to the United States Treasury;

(d) Costs of operation and expenses incidental to the operation and maintenance of the Project;

(e) Fees, charges and expenses of the Depository Bank;

(f) At the direction of the Authority, disbursement in accordance with this Section 2, in the order of (a)-(e) above;

Any remaining funds in the Gross Revenue Fund after provisions for disbursement hereinabove shall be permitted to accumulate in the Gross Revenue Fund in accordance with the Use Tax Agreement of the Authority and the County and may be used for redemption of the Series 2025 Bonds and for any proper purpose of the Authority.

The other provisions of this Section 2 notwithstanding, if the Depository Bank receives written notice from the Trustee of the occurrence of an "Event of Default" under the Indenture, the Depository Bank will immediately deliver all funds held by it in the Gross Revenue Fund and its funds to the Trustee, whereupon the Depository Bank will have no further obligations with respect to such funds.

Section 3. Authority's Use of Funds. The Authority hereby agrees that each month during the term of this Agreement it will deposit all funds received by it from the Use Tax Revenues into the Gross Revenue Fund or direct such deposit until such time as the amounts deposited therein equals or exceeds the sums required for payments relative to the Project pursuant to Section 2 hereof and that, until such time, the Use Tax Revenues shall not be used by the Authority for any other purpose.

Section 4. Depository Account Monies. The sole obligation of the Depository Bank under this Agreement shall be to collect, hold and disburse funds deposited in the Gross Revenue Fund in accordance with Section 1 and Section 2 hereof. The Depository Bank will not have any investment powers with respect to any funds held in the Gross Revenue Fund.

Section 5. Costs of Depository Bank. The Authority hereby agrees and covenants that it will pay its reasonable fees, charges, and expenses of the Depository Bank in connection with this Agreement.

Section 6. Non-Discretionary Duties. The duties of the Depository Bank hereunder shall be entirely administrative and not discretionary. The Depository Bank shall be obligated to act only in accordance with the provisions of this Depository Agreement. The Depository Bank can rely upon any writing delivered to it by the Authority or the Trustee and shall have no duty to determine the validity of such writing or the authority of the person signing such document.

Section 7. Indemnification. The Authority will indemnify, hold harmless and defend the Depository Bank against any loss, liability, claim, demand, damage or expense whatsoever arising out of the matters addressed in this Agreement and will reimburse the Depository Bank for any legal or other expenses reasonably incurred by the Depository Bank in connection with investigating or defending any such action or claim.



Section 8. Resignation and Assignment. The Depository Bank can resign at any time upon giving not less than ninety (90) days notice to the Trustee and to the Authority. On the effective date of such resignation, the Depository Bank shall deliver all funds held by it pursuant to this Agreement to the Authority, whereupon the Depository Bank will have no further obligations hereunder. The Depository Bank can at any time assign its rights and obligations hereunder to any bank or trust company reasonably acceptable to the Authority which agrees to assume such rights and obligations on the same terms and conditions (including fees) as provided for herein, and such successor depository shall have all the powers of the Depository Bank.

Section 9. Interpleader. The Depository Bank can in the event of doubt as to its duties or liabilities under the provisions of this Agreement, in its sole discretion, continue to hold the funds which are the subject to this Agreement until all interested persons mutually agree to the disbursement thereof, and may, in its sole discretion, file an action in interpleader to resolve such disagreement. The Depository Bank shall be indemnified by the Authority for all costs, including reasonable attorney's fees, in trial and appellate courts, in connection with the aforesaid interpleader action and shall be fully protected in suspending all or a part of its activities under this Agreement until final judgment in the interpleader action is received.

Section 10. Records and Accounting. The Depository Bank shall maintain adequate records pertaining to the various accounts and all payments therefrom, and it shall provide the Authority with monthly statements, in the form regularly given by Depository Bank to its account holders, of the activities in the Gross Revenue Fund and its funds for such month.

Section 11. Notices. All notices, approvals, payments, requests, and other communications hereunder shall be deemed to have been given when delivered or mailed by postage prepaid, addressed as follows:

If to the Authority: McClain County Economic Development Authority  
121 N 2nd Ave  
Purcell, Oklahoma 73080

If to the Depository Bank: McClain Bank  
131 W Main St  
Purcell, Oklahoma 73080

If to the Trustee: BancFirst  
Corporate Trust Department  
100 N. Broadway, Suite 1400  
Oklahoma City, Oklahoma 73102

The Authority, the Trustee and the Depository Bank can, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, payments, consents, or other communications shall be sent or persons to whose attention the same shall be directed.

Section 12. Change: Waiver: Discharge; and Termination of Depository Agreement. Except as provided in Section 8, neither this Depository Agreement nor any provision hereof can be changed, waived, discharged, or terminated except by a statement in writing signed by each party against which enforcement of the change, waiver, discharge, or termination is sought. Otherwise, this Depository Agreement shall continue as long as any of the Series 2025 Bonds for the Project is outstanding, unless otherwise terminated by the Authority.

Section 13. Governing Law. This Depository Agreement shall be deemed to be a contract made under and is intended to be construed in accordance with and governed by the laws of the State of Oklahoma. McClain County shall be the county of jurisdiction and venue.

Section 14. Counterparts. This Depository Agreement can be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Depository Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Chair

[SEAL]

Attest:

By: \_\_\_\_\_  
Secretary

McClain Bank, as Depository Bank

By: \_\_\_\_\_  
Authorized Officer

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## **EXHIBIT D**

### **FORM OF CONTINUING DISCLOSURE AGREEMENT**

#### **CONTINUING DISCLOSURE AGREEMENT**

This Continuing Disclosure Agreement (this "Agreement") dated as of December 1, 2025, is executed and delivered by the Board of County Commissioners of McClain County, Oklahoma (the "County"), and BancFirst, Oklahoma City, Oklahoma, as trustee, and acting hereunder as dissemination agent (the "Trustee"), for the benefit of the holders of the McClain County Economic Development Authority Use Tax Revenue Bond Series 2025 (the "Bonds"), issued pursuant to a Bond Indenture, dated as of December 1, 2025 (the "Bond Indenture" or "Indenture"), by and between the McClain County Economic Development Authority (the "Issuer") and the Trustee. Capitalized terms used in this Agreement which are not otherwise defined in the Bond Indenture shall have the respective meanings specified above or in Article IV hereof. The County and the Trustee hereby covenant and agree as follows:

#### **ARTICLE I** **The Undertaking**

Section 1.1. Purpose; No Issuer Responsibility or Liability. This Agreement is being executed and delivered in accordance with subsection (d)(2) of the Rule (as defined herein) solely for the benefit of the holders of the Bonds and Beneficial Owners of the Bonds and in order to assist the Underwriter in complying with the Rule. The County represents that it will be the only "obligated person" (as defined in the Rule) with respect to the Bonds at the time the Bonds are delivered to the 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. The County and the Trustee acknowledge that the Issuer has undertaken no responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Agreement, and shall have no liability to any person, including any holder of the Bonds or Beneficial Owner of the Bonds, with respect to any such reports, notices or disclosures.

Section 1.2. Annual Financial Information. (a) The County shall provide to the Trustee the County's Annual Financial Information as defined and described in Section 4.1(1) hereof with respect to each fiscal year of the County, within 6 months after the end of each fiscal year or such later time as the Annual Financial Information becomes available, commencing with the fiscal year ending June 30, 2026. At least 30 Business Days but not more than 45 Business Days in advance of the date specified in the previous sentence, the Trustee shall provide notice in writing to the County and the Financial Advisor, complete with the list of the Annual Financial Information, required under Section 4.1(1) hereof, that such information is required to be provided to the Trustee by such date. The Trustee shall promptly provide such Annual Financial Information to (i) the MSRB in accordance with Section 2.2 hereunder, (ii) the Issuer, and (iii) the Financial Advisor, in each case within 10 Business Days after receipt by the Trustee.

(b) The Trustee shall provide notice of any failure of the County to provide the Annual Financial Information by the date specified in the first sentence of subsection (a) above, in each case to (i) the MSRB, (ii) the Issuer and (iii) the Financial Advisor not in excess of 10 Business Days after the occurrence of such failure.

Section 1.3. Audited Financial Statements. If not provided as part of the Annual Financial Information by the date set forth in Section 1.2(a) hereof, the County shall promptly provide its Audited Financial Statements, when available, to the Trustee, but no later than 10 Business Days upon being made publicly available. The Trustee shall provide any such Audited Financial Statements to (i) the

MSRB, (ii) the Issuer, and (iii) the Financial Advisor, in each case within 10 Business Days after receipt by the Trustee.

Section 1.4. Listed Event Notices. (a) If a Listed Event occurs, the County shall provide notice of such Listed Event to (i) the MSRB, (ii) the Issuer, and (iii) Financial Advisor in accordance with Section 2.3 hereunder.

(b) Any notice of a defeasance of Bonds shall state whether the Bonds have been escrowed to maturity or to an earlier redemption date and the timing of such maturity or redemption.

(c) The Trustee shall promptly advise the County and the Issuer whenever, in the course of performing its duties as Trustee under the Indenture, the Trustee has actual notice of an occurrence which would require the County to provide notice of a Listed Event hereunder; provided, however, that the failure of the Trustee to so advise the County or the Issuer shall not constitute a breach by the Trustee of any of its duties and responsibilities under this Agreement or the Indenture.

(d) Nothing in this Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of Listed Event hereunder, in addition to that which is required by this Agreement. If the County chooses to do so, the County shall have no obligation under this Agreement to update such additional information or include it in any future Annual Financial Information or notice of a Listed Event hereunder.

Section 1.5. Additional Disclosure Obligations. The County acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the County and that, under some circumstances, compliance with this Agreement without additional disclosures or other action may not fully discharge all duties and obligations of the County under such laws.

## **ARTICLE II** **Operating Rules**

Section 2.1. Reference to Other Filed Documents. It shall be sufficient for purposes of Section 1.2 hereof if the County provides Annual Financial Information (but not Listed Event notices) by specific reference to documents either (i) available to the public on the MSRB Internet Web Site or (ii) filed with the SEC.

Section 2.2. Submission of Information. Annual Financial Information may be set forth or provided in one document or a set of documents, and at one time or in part from time to time. Annual Financial Information shall be submitted in Prescribed Form.

Section 2.3. Disclosure of Listed Events. The County hereby covenants that it will disseminate, or cause the Trustee to disseminate, in a timely manner, not in excess of 10 Business Days after the occurrence of any Listed Event, a Listed Event Notice with respect to such event to the MSRB in Prescribed Form. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption is given to the owners of the Bonds pursuant to the Indenture.

Section 2.4. Dissemination Agents. The Trustee, with the prior written consent of the County in each instance, may from time to time designate an agent to act on its behalf in providing or filing notices, documents and information as required of the Trustee under this Agreement, and revoke or modify any such designation.

Section 2.5. Transmission of Information and Notices. Unless otherwise required by law all notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB (presently the MSRB Internet Web Site), and shall be accompanied by identifying information as prescribed by the MSRB.

Section 2.6. Fiscal Year. The County's fiscal year is from July 1 – June 30, and the County shall promptly notify (i) the MSRB, (ii) the Issuer, (iii) the Financial Advisor, and (iv) the Trustee of each change in its fiscal year.

### **ARTICLE III**

#### **Effective Date, Termination, Amendment and Enforcement**

Section 3.1. Effective Date, Termination. (a) This Agreement shall be effective upon the issuance of the Bonds.

(b) The County's and the Trustee's obligations under this Agreement shall terminate upon a legal defeasance, prior redemption or payment in full of all of the Bonds.

(c) This Agreement, or any provision hereof, shall be null and void in the event that (1) the County delivers to the Trustee an opinion of Counsel, addressed to the County, the Issuer and the Trustee, to the effect that those portions of the Rule which require this Agreement, or such provision, as the case may be, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) the Trustee delivers copies of such opinion to (i) the MSRB and (ii) the Issuer. The Trustee shall so deliver such opinion within one Business Day after receipt by the Trustee.

Section 3.2. Amendment. (a) This Agreement may be amended, by written agreement of the parties, without the consent of the holders of the Bonds (except to the extent required under clause (4)(ii) below), if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the County or the type of business conducted thereby, (2) this Agreement as so amended would have complied with the requirements of the Rule as of the date of this Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the County shall have delivered to the Trustee an opinion of Counsel, addressed to the County, the Issuer and the Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the County shall have delivered to the Trustee an opinion of Counsel or a determination by a person, in each case unaffiliated with the Issuer or the County (such as bond counsel or the Trustee) and acceptable to the County, addressed to the County, the Issuer and the Trustee, to the effect that the amendment does not materially impair the interests of the holders of the Bonds or (ii) the holders of the Bonds consent to the amendment to this Agreement, and (5) the County, or the Trustee as directed by the County, shall have filed such opinion(s) and amendment in the same manner as for the occurrence of a Listed Event under Section 2.3 hereof.

(b) In addition to subsection (a) above, this Agreement may be amended by written agreement of the parties, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Agreement which is applicable to this Agreement, (2) the County shall have delivered to the Trustee an opinion of Counsel, addressed to the County, the Issuer and the Trustee, to the effect that performance by the County under this Agreement as so amended will not result in a violation of the Rule and (3) the County, or the Trustee as directed by the County, shall have filed such opinion(s) and amendment in the same manner as for the occurrence of a Listed Event under Section 2.3 hereof.

(c) This Agreement may be amended by written agreement of the parties, without the consent of the holders of the Bonds, if all of the following conditions are satisfied: (1) the County shall have delivered to the Trustee an opinion of Counsel, addressed to the County, the Issuer and the Trustee, to the effect that the amendment is permitted by rule, order or other official pronouncement, or is consistent with any interpretive advice or no-action positions of staff of the SEC, and (2) the County, or the Trustee as directed by the County, shall have filed such opinion(s) and amendment in the same manner as for the occurrence of a Listed Event under Section 2.3 hereof.

(d) To the extent any amendment to this Agreement results in a change in the type of financial information or operating data provided pursuant to this Agreement, the first Annual Financial Information filing provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and/or no longer provided.

(e) If an amendment is made pursuant to Section 3.2(a) hereof to the accounting principles to be followed by the County in preparing its financial statements, the Annual Financial Information filing for the fiscal year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

Section 1.3. Benefit; Third-Party Beneficiaries; Enforcement. (a) The provisions of this Agreement shall constitute a contract with and inure solely to the benefit of the holders from time to time of the Bonds, except that (i) beneficial owners of Bonds shall be third-party beneficiaries of this Agreement and (ii) the Issuer shall be deemed to be a third-party beneficiary of this Agreement and shall be entitled to enforce the rights of the Trustee under this Agreement to the extent the Trustee shall fail or refuse or shall be unable to take any enforcement action hereunder. The provisions of this Agreement shall create no rights in any person or entity except as provided in this subsection (a) and in subsection (b) of this Section.

(b) The obligations of the County to comply with the provisions of this Agreement shall be enforceable (i) in the case of enforcement of obligations to provide Annual Financial Information and Listed Event Notices, by any holder of Outstanding Bonds, or by the Trustee on behalf of the holders of Outstanding Bonds, or (ii), in the case of challenges to the adequacy of the Annual Financial Information and Listed Event Notices so provided, by the Trustee on behalf of the holders of Outstanding Bonds; provided, however, that the Trustee shall not be required to take any enforcement action except at the direction of the Issuer (but the Issuer shall have no obligation to take any such action), or the holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, who shall have provided the Trustee with adequate security and indemnity. The rights of the holders' and the Trustee to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the County's obligations under this Agreement. In consideration of the third-party beneficiary status of beneficial owners of Bonds pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be holders of Bonds for purposes of this subsection (b).

(c) Any failure by the County or the Trustee to perform in accordance with this Agreement shall not constitute a default or an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State; provided, however, that to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

(e) In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.



## **ARTICLE IV**

### **Definitions**

**Section 4.1. Definitions.** The following terms used in this Agreement shall have the following respective meanings:

(1) "Annual Financial Information" means, collectively, (i) updated versions or similar information of the following financial information and operating data of the County set forth in the Official Statement, for each fiscal year of the County, as follows:

- (i) the financial information and operating data set forth under the captions "HISTORICAL USE TAX REVENUES";
- (ii) the information regarding amendments to this Agreement required pursuant to Sections 3.2(d) and (e) of this Agreement; and
- (iii) (iii) the County's Audited Financial Statements, when and if available every two (2) years as required by *Okla. Stat.* tit. 19, §171(A) which, by law, must be performed by the Oklahoma State Auditor and Inspector, or its Unaudited Financial Statements if Audited Financial Statements are unavailable as of the filing deadline and such Unaudited Financial Statements are presented in the same format as the Audited Financial Statements.

**Notwithstanding the descriptions above, the County need only provide the Annual Financial Information, or portions thereof, if any, which is customarily prepared by the County and is made publicly available.**

The descriptions contained in Section 4.1(1)(i) hereof of financial information and operating data constituting Annual Financial Information constitute general categories of financial information and operating data of the County. When such descriptions include information that no longer can be generated because the County's operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in the Annual Financial Information filing for the fiscal year in which such information has been materially changed or discontinued. Such statement 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 and/or no longer provided.

(2) "Audited Financial Statements" means the annual financial statements, if any, of the County, audited by such auditor as shall then be required or permitted by State law or the Indenture. Audited Financial Statements shall be prepared in accordance with GAAP; provided, however, that pursuant to Sections 3.2(a) and (e) hereof, the County may from time to time, if required by Federal or State legal requirements, modify the accounting principles to be followed in preparing its financial statements. The notice of any such modification required by Section 3.2(a) hereof shall include a reference to the specific Federal or State law or regulation describing such accounting principles, or other description thereof.

(3) "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.

(4) "Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in Oklahoma City, Oklahoma, or the city in which the office of the Trustee is located are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

(5) "Counsel" means Floyd & Driver, PLLC, Norman, Oklahoma or other nationally recognized bond counsel or counsel expert in federal securities laws.

(6) "Financial Advisor" means The Baker Group, LP, Oklahoma City, Oklahoma.

(7) "Financial Obligation" means a debt obligation; derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or a guarantee of either a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation. The term Financial Obligation does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(8) "GAAP" means generally accepted accounting principles as prescribed from time to time for governmental units by the Governmental Accounting Standards Board, or any successor to the duties or responsibilities thereof.

(9) "Internet Web Site" means the MSRB's Electronic Municipal Market Access (EMMA) system, presently at <http://emma.msrb.org>, or at such other place as may be designated from time to time by the MSRB.

(10) "Listed Event" means any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) 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;
- (vii) modifications to rights of Bondholders, if material;
- (viii) bond calls, if material; and tender offers;
- (ix) defeasances;
- (x) release, substitution or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the County;
- (xiii) consummation of a merger, consolidation, or acquisition involving the County, or the sale of all or substantially all the assets of the County 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;

- (xiv) appointment of a successor or additional trustee, or the change of name of a trustee, if material;
- (xv) incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect Bondholders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(11) "Listed Event Notice" means notice of a Listed Event in Prescribed Form.

(12) "MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

(13) "Official Statement" means the Official Statement dated December 18, 2025, of the Issuer relating to the Bonds.

(14) "Prescribed Form" means, with regard to the filing of Annual Financial Information and Listed Event Notices with the MSRB at [www.emma.msrb.org](http://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.

(15) "Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as amended, as in effect on the date of this Agreement, including any official interpretations thereof issued either before or after the effective date of this Agreement which are applicable to this Agreement.

(16) "SEC" means the United States Securities and Exchange Commission.

(17) "Unaudited Financial Statements" means the same as Audited Financial Statements, except that they shall not have been audited, provided that such statements are in a format similar to that of the Audited Financial Statements.

(18) "Underwriter" means Hilltop Securities.

## **ARTICLE V**

### **Miscellaneous**

Section 5.1 Duties, Immunities and Liabilities of Trustee. Article VIII of the Indenture is hereby made applicable to this Agreement as if this Agreement were, solely for this purpose, contained in the Indenture. The Trustee shall have only such duties under this Agreement as are specifically set forth in this Agreement, and the County agrees, to the extent permitted by applicable law, to indemnify and save the Trustee, 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 Trustee's negligence or willful misconduct in the performance of its duties hereunder. Such indemnity shall be separate from and in addition to that provided to the Trustee under the Indenture. The obligations of the County under this Section shall survive resignation or removal of the Trustee and payment of the Bonds.

Section 5.2   Counterparts.   This 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.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their duly authorized representatives, and the County has caused its corporate seal to be hereunto affixed and attested by an authorized representative, all as of the date first above written.

MCCLAIN COUNTY, OKLAHOMA, ACTING THROUGH  
ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk

BANCFIRST, as Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

***(Signature Page to Continuing Disclosure Agreement)***

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## **EXHIBIT E**

### **PROPOSED FORM OF BOND COUNSEL OPINION**

*An opinion in substantially the following form will be delivered by Floyd & Driver, PLLC, Bond Counsel, upon delivery of the Bonds, assuming no material changes in facts or law.*

McClain County Economic Development Authority  
Purcell, Oklahoma

\$4,000,000  
McClain County Economic Development Authority  
(McClain County, Oklahoma)  
Use Tax Revenue Bonds  
Series 2025

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance on this date of the herein described Bonds, and we have examined a certified copy of the Transcript of Proceedings of the Trustees of the McClain County Economic Development Authority (the "Authority"), preliminary to, and in the issuance of \$4,000,000 McClain County Economic Development Authority Use Tax Revenue Bonds Series 2025, dated December 30, 2025 (the "Bonds") and a specimen Bond of the issue, and based upon such examination, it is our opinion that said issuance by the Authority is lawfully authorized by said proceedings under present law. The Bonds are issuable only in registered form in denominations of \$5,000 or whole multiples of \$5,000 thereof and, bear interest payable on June 1 and December 1, of each year, commencing June 1, 2026, until the principal is paid, at the rate all as set forth on the face thereof and in the Bond Indenture hereinafter mentioned.

As such counsel, we have participated in the preparation or review of certain documents, including the Bond Indenture dated as of December 1, 2025, by and between the Authority and BancFirst, Oklahoma City, Oklahoma, as trustee, (herein referred to as "Trustee") (the "Bond Indenture"), the Use Tax Agreement dated as of December 1, 2025, by and between the Authority and the Board of County Commissioners of McClain County, Oklahoma (herein referred to as the "County") (the "Use Tax Agreement"), the Continuing Disclosure Agreement, dated as of December 1, 2025, by and between the County and the Trustee (the "Continuing Disclosure Agreement"), and the Depository Agreement dated as of December 1, 2025, by and between the Authority and McClain Bank, Purcell, Oklahoma, (the "Depository Bank") (the "Depository Agreement") and the proceedings authorizing execution and delivery of all of the foregoing; and the relevant provisions of the Constitution and statutes of the State of Oklahoma.

We have also examined the Constitution and statutes of the State of Oklahoma, the Internal Revenue Code of 1986, as amended (the "Code"), and the above-mentioned Bond Indenture, which contains, among other things, certain covenants requiring the Authority to comply with various requirements to maintain the exemption of interest on the Bonds from federal income taxation.

As to questions of fact material to our opinion, we have relied upon statements, representations, and reasonable expectations of the Authority and the County and others in connection with the Bonds, and we have relied upon the representations of the Authority contained in the Bond Indenture and in the certified proceedings and other certifications of public officials and documents executed by officers and officials of

the Authority and the County furnished to us without undertaking to verify the same by independent investigation.

In rendering this opinion, we are advising you that the rights of the owners of the Bonds and the enforceability of the Bonds, the Bond Indenture, and the other instruments contemplated thereby may be limited by laws relating to bankruptcy, reorganization, moratorium, liquidation, readjustment of debt, insolvency, or other similar laws affecting creditors' rights and remedies generally and may be subject to the exercise of judicial discretion in accordance with general principles of equity.

The Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order that the interest, as it accrues on the Bonds, be and remain treated as interest which is not includable in gross income under Section 103 of the Code. These requirements include provisions which prescribe yield and other limits relative to the investment and expenditure of the proceeds of the Bonds and other amounts and require that certain earnings be rebated to the Federal government. Noncompliance with such requirements may cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance thereof, irrespective of the date on which such noncompliance is ascertained.

Christopher Lind, Esq., Lind Treadaway, Purcell, Oklahoma, acting as counsel to the Authority has rendered his separate opinion as of the date hereof, that among other things, the Use Tax Agreement, the Continuing Disclosure Agreement, and the Depository Agreement have been duly authorized by the respective parties and are valid and binding obligations of the Authority and the County.

From such examination and in reliance thereon and on all matters of fact as we deemed relevant under the circumstances, it is our opinion, under existing law that the Authority is a validly existing public trust under the laws of the State of Oklahoma of which the County, is the beneficiary and, as such, a regularly constituted authority of the County, which is a political subdivision of the State of Oklahoma, and that the Bonds and the aforesaid Bond Indenture are valid and binding obligations of the Authority enforceable according to their terms. The Bond Indenture has been duly authorized and entered into except as the enforceability thereof may be limited by any applicable bankruptcy, insolvency or other similar laws or enactments now or hereafter enacted by the State of Oklahoma or the federal government affecting the enforcement of creditors' rights generally, and the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

It is our further opinion, based upon existing law, statutes, judicial decisions, regulations, and published rulings of the Internal Revenue Service, and, assuming continuing compliance by the Authority and the County with their herein described covenants to comply with all of the requirements of the Code contained in the aforesaid Bond Indenture and other related documents, interest on the Bonds is excluded from the gross income of the payees thereof for federal income tax purposes pursuant to Section 103 of the Code under present law and interpretation thereof and is not treated as an item of tax preference for purposes of the federal alternative minimum tax that may be imposed on individuals under the Code; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on corporations. The opinions set forth in the preceding sentence are subject to the condition that the Authority and the County comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be or continue to be excluded from gross income for federal income tax purposes. The Authority and the County have covenanted to comply with each such requirement. In our opinion, the covenants contained in the aforesaid Bond Indenture and other related documents by which the Authority and the County have agreed to comply with the Code to the end that interest on the Bonds shall remain exempt from federal income taxes are valid and binding obligations of the Authority and the County and compliance therewith is not prohibited by or violative of any provision of law applicable to the Authority and the County. The failure of the Authority or the County to comply with its aforesaid covenants could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance



of the Bonds, irrespective of the date on which such noncompliance is ascertained. Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, and therefore prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences. We express no opinion regarding any other federal tax consequences related to the Bonds.

It is our further opinion, based upon existing law and depending upon the state of residence of the registered owners of the Bonds, that interest on the Bonds is exempt from income taxation by the State of Oklahoma. We express no opinion regarding other state tax consequences arising with respect to the Bonds.

Based solely on the representations and designation of the Authority and the County with respect to the aggregate principal amount of tax-exempt obligations to be issued by the Authority and the County and any subordinate entities within the meaning of Section 265(b) of the Code during calendar year 2025, it is our opinion that the Bonds are "qualified tax-exempt obligations" under existing law.

The foregoing opinions are qualified to the extent that the rights of the holders of the Bonds and the enforceability of the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We have not been engaged or undertaken to examine or review the accuracy, completeness or sufficiency of the Official Statement (the "Official Statement") or other offering material relating to the Bonds and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

We express no opinion herein as to compliance with state or federal securities laws and regulations applicable to disposition of rights under the Bond Indenture and the payments to any investor. As Bond Counsel, we express no opinion as to other tax consequences regarding the Bonds. The attorneys providing the opinion on behalf of our firm are admitted to practice in the State of Oklahoma, and we express no opinion as to matters under or involving the laws of any jurisdiction other than the laws of Oklahoma and the United States of America. The opinion set forth above is as of the date of this letter, and we undertake no responsibility for updating, revising or supplementing such opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur. The opinion set forth above may be relied upon only by the addressee hereof and for the sole purpose of the transaction specifically referred to herein. The opinions contained herein are expressions of professional judgment regarding the legal matters addressed herein and not a guarantee of result.

Respectfully submitted,

Floyd & Driver, PLLC

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**EXHIBIT F**

**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OKLAHOMA)  
FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

**(See also "OTHER INFORMATION – Audited Financial Statements")**

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*Independent Auditor's Report*

***McClain County Economic Development Authority***

*Year Ended June 30, 2025*

**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**  
**PURCELL, OKLAHOMA**  
**June 30, 2025**

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## INDEPENDENT AUDITOR'S REPORT

The Honorable Board of Trustees  
McClain County Economic Development Authority  
Purcell, Oklahoma

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the accompanying modified cash basis financial statements of the business-type activities of McClain County Economic Development Authority, Purcell, Oklahoma, a component unit of McClain County as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective modified cash basis financial position of the business-type activities of McClain County Economic Development Authority, Purcell, Oklahoma, as of June 30, 2025, and the respective changes in modified cash basis financial position, and cash flows thereof for the year then ended in accordance with the modified cash basis of accounting described in Note 1.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of McClain County Economic Development Authority, Purcell, Oklahoma and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Emphasis of Matter – Basis of Accounting*

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1, and for determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

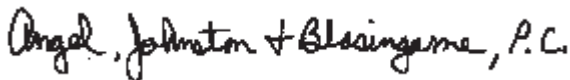


- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 29, 2025, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



Chickasha, Oklahoma  
September 29, 2025

**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**  
**Statement of Net Position**  
**Modified Cash Basis**  
**June 30, 2025**

**ASSETS**

**Current Assets**

Cash and cash equivalents	\$ 303,683
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**Non Current Assets**

Land	76,350
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Other capital assets, net of depreciation	1,671,426
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<i>Total Non Current Assets</i>	<u>1,747,776</u>
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<i>Total Assets</i>	<u><u>2,051,459</u></u>
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**LIABILITIES**

<i>Total Liabilities</i>	<u><u>0</u></u>
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**NET POSITION**

Net investment in capital assets	1,747,776
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Unrestricted	<u>303,683</u>
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<i>Total Net Position</i>	<u><u>\$ 2,051,459</u></u>
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The accompanying notes are an integral part of the financial statements.

**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Modified Cash Basis**  
**For the Year Ended June 30, 2025**

**Operating Revenues**

Administration/acceptance fees	\$ 49,695
Lease revenue	<u>2,400</u>
<i>Total Operating Revenues</i>	<u>52,095</u>

**Operating Expenses**

Professional fees	5,900
Depreciation expense	<u>52,879</u>
<i>Total Operating Expenses</i>	<u>58,779</u>

<i>Operating Income (Loss)</i>	<u>(6,684)</u>
--------------------------------	----------------

**Non-Operating Revenues (Expenses)**

Interest income	<u>1,217</u>
<i>Total Non-Operating Revenues (Expenses)</i>	<u>1,217</u>

<i>Change in Net Position</i>	<u>(5,467)</u>
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<i>Net Position - Beginning of Year</i>	<u>2,056,926</u>
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<i>Net Position - End of Year</i>	<u><u>\$ 2,051,459</u></u>
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The accompanying notes are an integral part of the financial statements.

**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

**Statement of Cash Flows**

**Modified Cash Basis**

**For the Year Ended June 30, 2025**

**Cash flows from operating activities**

Receipts from customers	\$ 52,095
Payment to vendors	<u>(5,900)</u>
<i>Net cash provided (used ) by operating activities</i>	<u>46,195</u>

**Cash flows from investing activities**

Interest received	<u>1,217</u>
<i>Net cash provided by (used for) investing activities</i>	<u>1,217</u>

<i>Net increase (decrease) in cash and cash equivalents</i>	47,412
<i>Cash and cash equivalents at beginning of year</i>	<u>256,271</u>
<i>Cash and cash equivalents at end of year</i>	<u><u>\$ 303,683</u></u>

**Reconciliation of operating income (loss) to net cash  
provided (used) by operating activities**

Operating income (loss)	\$ (6,684)
Adjustment to reconcile operating income to net cash provided (used) by operating activities:	
Depreciation expense	<u>52,879</u>
<i>Net cash provided by (used for) operating activities</i>	<u><u>\$ 46,195</u></u>

The accompanying notes are an integral part of the financial statements.

# **MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

## **Notes to Basic Financial Statements For the Year Ended June 30, 2025**

### **Note 1 – Summary of Significant Accounting Policies**

#### **1.A. Financial Reporting Entity**

McClain County Economic Development Authority, a public trust, was created September 20, 1979, for the benefit of McClain County, Oklahoma, and an agency of the State of Oklahoma. The Authority was created under provisions of the Oklahoma statutes by a Declaration of Trust to furnish the Beneficiary with services and facilities, promote local economic development, by participating to the greatest degree possible in promoting and attracting new business and industry to McClain County and assisting existing business and industry to expand employment, payroll and benefits. In accomplishing said purpose, the Authority may make financial inducements or take other necessary action to attract and retain businesses and industry to McClain County so long as such actions are consistent with state and federal statutes and constitutional limitations. The Authority is empowered to borrow money and to pledge assets, properties and revenue as security against its borrowings.

McClain County Economic Development Authority generally does not acquire any assets or incur any liability when it issues bonds for eligible entities. It may earn and collect administrative fees and must be informed of the unpaid balances. If, however McClain County Economic Development Authority manages the assets and liabilities and does not assign them, then the assets and liabilities would be recognized. Note 4 – Conduit Debt Obligations discloses the outstanding obligation, which the Authority has facilitated.

#### **Related Organizations**

**McClain County** - McClain County is the beneficiary of this public trust. The elected McClain County Commissioners are the Authority's Trustees. Therefore, the Authority is considered to be a component unit of McClain County.

The accompanying financial statements include all functions and activities over which the Authority exercises financial accountability. McClain County Economic Development Authority is a component unit of the governmental entity of McClain County, Oklahoma. McClain County's financial information is not presented in these financial statements. McClain County financial audits are readily obtainable at, [www.sai.ok.gov](http://www.sai.ok.gov), the State Auditor's website.

#### **1.B. Basis of Presentation**

The Authority's fund is an enterprise fund. Enterprise funds are proprietary funds used to account for business-like activities provided to the general public. All activities of the Authority are business-type activities. These activities are financed primarily by user charges and the measurement of financial activity focuses on net income measurement similar to the private sector.

**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

**Notes to Basic Financial Statements**

**For the Year Ended June 30, 2025**

**Note 1 – Summary of Significant Accounting Policies, (continued)**

**1.C. Measurement Focus and Basis of Accounting**

Measurement focus refers to how transactions are recorded within the various financial statements. Basis of accounting refers to when transactions are recorded regardless of the measurement focus applied.

The Authority's financial statements use the economic resources measurement focus and are presented on the modified cash basis of accounting. Revenues are recognized when they are received and expenses are recorded when paid with the following modifications:

- Capital assets are recorded when purchased and related depreciation is recorded

This basis is a basis of accounting other than accounting principles generally accepted in the United States of America. If the Authority utilized the basis of accounting recognized as generally accepted, the financial statements would use the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred.

**1.D. Assets, Liabilities and Net Position**

Cash & Cash Equivalents - The Authority considers all cash on hand, demand deposit accounts, interest bearing checking accounts and time deposit accounts including certificates of deposit and U.S. Treasury bills with maturities of three months or less to be cash and cash equivalents.

Land – The Authority currently owns land valued at \$76,350.

Capital Assets – Capital assets acquired are capitalized and stated at cost. The Authority does not have a capitalization threshold amount. Depreciation of exhaustible capital assets is recorded as an expense over the estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by type of asset is as follows:

Buildings	45 years
Equipment & Furniture	4 – 15 years

**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

**Notes to Basic Financial Statements  
For the Year Ended June 30, 2025**

**Note 1 – Summary of Significant Accounting Policies, (continued)**

**1.D. Assets, Liabilities and Net Position, (continued)**

Net Position – Net Position is divided into three components:

- a. *Net Investment in Capital Assets* – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributed to the acquisition, construction, or improvements of those assets.
- b. *Restricted net position* – Consists of net assets with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- c. *Unrestricted net position* – All other net assets that do not meet the definition of “restricted” or “net investment in capital assets.”

It is the Authority’s policy to first use restricted net position prior to the use of unrestricted net position when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

**1.E. Revenues and Expenses**

Operating and Non-operating Revenues - Operating revenues are considered those whose cash flows are related to operating activities, while revenues related to financing, capital and investing activities are reported as non-operating.

Expenses - The Authority reports expenses relating to the use of economic resources.

**1.F Estimates**

Certain estimates are made in the preparation of the modified cash basis financial statements, such as estimated lives for capital assets depreciation. Estimates are based on management’s best judgment and may vary from actual results.

# MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY

## Notes to Basic Financial Statements

For the Year Ended June 30, 2025

### Note 2 – Deposits, Investments and Collateral

Deposits and Investments – The Authority does not have a written investment policy that limits its investment choices. Investments are limited by State statute and declaration of trust.

Custodial Credit Risk – Deposits – Custodial credit risk is the risk that in the event of a bank failure, the Authority's deposits may not be returned to it. The Authority does not have a written policy for custodial risk, but *Oklahoma Statutes* require collateral for all uninsured deposits of public trust funds in financial institutions. The Federal Deposit Insurance Corporation insures deposits up to \$250,000 at each institution for all demand deposit accounts and up to \$250,000 at each institution for all time and savings accounts. At June 30, 2025, the Authority was not exposed to custodial credit risk.

### Note 3 – Capital Assets

Capital asset activity for the fiscal year ended June 30, 2025 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Non-depreciable assets:				
Land	\$ 76,350	\$ -	\$ -	\$ 76,350
Total non-depreciable assets:	<u>76,350</u>	<u>-</u>	<u>-</u>	<u>76,350</u>
Depreciable assets:				
Buildings	2,479,576	-	-	2,479,576
Equipment	<u>65,682</u>	<u>-</u>	<u>(1,070)</u>	<u>64,612</u>
Total depreciable assets:	<u>2,545,258</u>	<u>-</u>	<u>(1,070)</u>	<u>2,544,188</u>
Less accumulated depreciation:				
Total accumulated depreciation:	<u>(820,953)</u>	<u>(52,879)</u>	<u>1,070</u>	<u>(872,762)</u>
Net depreciable assets:	<u>1,724,305</u>	<u>(52,879)</u>	<u>-</u>	<u>1,671,426</u>
Net capital assets:	<u>\$ 1,800,655</u>	<u>\$ (52,879)</u>	<u>\$ -</u>	<u>\$ 1,747,776</u>



# MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY

## Notes to Basic Financial Statements

For the Year Ended June 30, 2025

### Note 4 – Conduit Debt Obligations

MCEDA- Conduit Debt - The McClain County Economic Development Authority has the following conduit debt outstanding at June 30, 2025, in the form of **Lease Revenue Bonds**:

	<u>Original Issue</u>	<u>Outstanding June 30, 2025</u>
MCEDA – Washington Public Schools (2016)	8,645,000	3,970,000
MCEDA – Purcell Public Schools (2018)	19,175,000	15,980,000
MCEDA – Blanchard Public Schools (2019)	24,665,000	15,390,000
MCEDA – Washington Public Schools (2022)	15,945,000	15,515,000
MCEDA – Purcell Public Schools (2024)	11,175,000	11,175,000
Total	<u>\$ 79,605,000</u>	<u>\$ 62,030,000</u>

This debt is considered non-commitment debt to the Authority since debt payments are made solely by the listed entities. Payments are made directly by the entities to the trustee banks. In the event of default by the listed entities, the Authority has no obligation, in substance, to make any payments on the debt since the note receivable, financing agreements and mortgages on the property with the entities are the only security for the debt. As a result of the non-commitment determination, the Authority's indebtedness and related receivables from the entities are not recorded in the accompanying financial statements. Total conduit debt on June 30, 2025 was \$62,030,000.

### Note 5 - Risk Management

The Authority is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The County carries the insurance for the Authority's assets.

### Note 6 - Commitments and Contingencies.

The Authority is dependent upon repayment of bonds solely from the beneficiary of the bond issues. If the beneficiary defaulted on the bond payments it would not have a significant impact on the Authority's financial condition. Conduit debt is non-recourse debt.

### Note 7 – Subsequent Events

Management has evaluated subsequent events through the date of the audit report, which is the date the financial statements were available to be issued, and has determined that no additional information needs to be added to the financial statements.

# *Report on Internal Control and Compliance*

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable Board of Trustees  
McClain County Economic Development Authority  
Purcell, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the modified cash basis financial statements of the business-type activities of the McClain County Economic Development Authority, Purcell, Oklahoma, a component unit of McClain County, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated, September 29, 2025. Our report on the financial statements disclosed, that, as described in Note 1 to the financial statements, the Authority prepares its financial statements on a modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered McClain County Economic Development Authority, Purcell, Oklahoma's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did

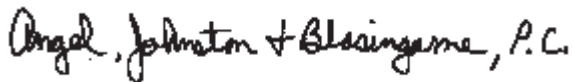
not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether McClain County Economic Development Authority, Purcell, Oklahoma's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Angel Johnston + Blessingame, P.C.".

Chickasha, Oklahoma  
September 29, 2025

**MCCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

**Schedule of Prior Year Audit Findings**

**For the Year Ended June 30, 2025**

**2024-001**    *Condition* – The Authority’s funds held at McClain Bank exceeded FDIC coverage, exposing \$6,272 to custodial credit risk.

*Current Status* – Condition has been corrected.

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**EXHIBIT G**

**DEBT SERVICE REQUIREMENTS**

<u>Due June 30</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>P&amp;I Amount</u>
2026	\$ -	-	\$ 72,962.36	\$ 72,962.36
2027	325,000.00	5.000%	173,950.00	498,950.00
2028	340,000.00	5.000%	157,700.00	497,700.00
2029	355,000.00	5.000%	140,700.00	495,700.00
2030	375,000.00	5.000%	122,950.00	497,950.00
2031	395,000.00	4.000%	104,200.00	499,200.00
2032	410,000.00	4.000%	88,400.00	498,400.00
2033	425,000.00	4.000%	72,000.00	497,000.00
2034	445,000.00	4.000%	55,000.00	500,000.00
2035	455,000.00	4.000%	37,200.00	492,200.00
2036	475,000.00	4.000%	19,000.00	494,000.00
<b>Total</b>	<b>\$ 4,000,000.00</b>	<b>-</b>	<b>\$1,044,062.36</b>	<b>\$5,044,062.36</b>

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