

The Notice of Sale and Instructions to Bidders does not alone constitute an offer to sell but is merely notice of sale of the Bonds described herein. The offer to sell such Bonds is being made by means of this Notice of Sale and Instructions to Bidders, the Official Bid Form and the Official Statement.

**NOTICE OF SALE,
INSTRUCTIONS TO BIDDERS
and
PRELIMINARY OFFICIAL STATEMENT**

**\$6,000,000
CITY OF NICHOLS HILLS, OKLAHOMA
GENERAL OBLIGATION BONDS, SERIES 2026**

**BIDS RECEIVED: Wednesday, November 12, 2025,
 until 11:30 a.m. local time.**

**BIDS AWARDED: Wednesday, November 12, 2025,
 5:30 p.m. local time.**

FOR FURTHER INFORMATION CONTACT:

FINANCIAL ADVISOR

BOK Financial Securities, Inc.
Chris Gander, Investment Banker
499 West Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102
E-mail: cgander@bokf.com
Office phone (405) 272-2075

Note: Interest on the Bonds is exempt from federal and State of Oklahoma income taxes.

The information contained in this “Notice of Sale and Instructions to Bidders” is introductory only and is qualified in its entirety by the complete information contained in the official statement pertaining to the Bonds, including the exhibits attached thereto.

NOTICE OF SALE OF BONDS

In accordance with Title 62, Oklahoma Statutes, 2021, Section 354, as amended, notice is hereby given that the City of Nichols Hills, Oklahoma, will receive sealed or electronic bids on November 12, 2025, until 11:30 a.m., local time, at the City Clerk's office at 6407 Avondale Drive, Nichols Hills, Oklahoma, for the sale of \$6,000,000 General Obligation Bonds, Series 2026, dated January 1, 2026, of said City, which Bonds will mature \$500,000 on July 1, 2028 and \$500,000 annually each year thereafter until paid, with the last maturity on July 1, 2039 to be \$500,000.

The General Obligation Bond, Series 2026 maturing in the years 2028 through 2032 are not subject to redemption prior to maturity. The General Obligation Bonds, Series 2026 maturing in the years 2033 through 2039 are subject to redemption at the option of the City on any date on or after July 1, 2032, at the principal amount thereof, plus accrued interest to the date of redemption.

Bids filed with the City Clerk shall be opened and read in the City Clerk's Office at the time stated above and shall be awarded thereafter on said date by the City Council of the City of Nichols Hills, Oklahoma in Council Chambers, 6407 Avondale Drive, Nichols Hills, Oklahoma provided, however, the City Council reserves the right to change the date, time, and location for award of the Bonds in a manner consistent with the Oklahoma Open Meetings Act. Bids received after 11:30 a.m. on the above mentioned date will not be accepted and will be returned to the bidder unopened. There will be no exceptions to this policy.

The General Obligation Bonds, Series 2026 shall be sold to the bidder bidding the lowest interest cost which the Bonds shall bear and agreeing to pay par and accrued interest for the Bonds. Each bidder shall submit with its bid a sum in cash, cashier's check, or electronic (wire) transfer payable to the Treasurer of the City of Nichols Hills, Oklahoma equal to two percent (2%) of the principal amount of the Bonds. The right is reserved to reject all bids.

The General Obligation Bonds, Series 2026 is a combined purpose bond issue composed of \$4,000,000 Streets Bonds, \$1,415,000 Water System Bonds, \$250,000 Sanitary Sewer System Bonds, \$100,000 Technology Improvements Bonds, \$100,000 Parks Bonds, and \$135,000 Police Bonds, from an October 10, 2023 election authorization, all of which shall be sold together as one unit, and bids will be received for this combined purpose bond issue as one unit only.

WITNESS my official hand and seal on October 14, 2025.

(SEAL)

Amanda Copeland
City Clerk

INSTRUCTIONS TO BIDDERS

Time and Place of Sale

The City of Nichols Hills, Oklahoma (the “City” or “Issuer”), will receive sealed bids or electronic bids (**Parity**® or similar secure electronic bids) on November 12, 2025, until 11:30 a.m. local time, in the City Clerk’s Office at 6407 Avondale Drive, Nichols Hills, Oklahoma 73116, for the sale of \$6,000,000 General Obligation Bonds, Series 2026 (the “Bonds”), more completely described in the “Official Statement” which is a part hereof. The Bonds will be awarded on November 12, 2025, at the City Council meeting convening in the Council Chambers in City Hall, also known as Town Hall, 6407 Avondale Drive, Nichols Hills, Oklahoma, at 5:30 p.m. local time, to the bidder bidding the lowest interest cost.

Bids may be submitted either:

1. In a sealed envelope plainly marked “Bid for Bonds”, addressed to the City as described below;
2. Via e-mail and telephone to the Financial Advisor; or
3. Electronically via **Parity**® in accordance with this Notice of Sale, until 11:30 a.m. local time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **Parity**® conflict with this Notice of Sale, the terms of this Notice of Sale shall control. Subscription to the **Parity**® Competitive Bidding System is required in order to submit a bid electronically. Bidders can contact **Parity**® at (212) 849-5021 to inquire about electronic bidding services. All electronic bids shall be deemed to incorporate the provisions of this Notice of Sale and the Official Bid Form. To bid via **Parity**®, bidders must have made arrangements for the Good Faith Deposit prior to the sale time. For purposes of the electronic bidding process, the time as maintained by **Parity**® shall constitute the official time. The City shall not be responsible for any malfunction or mistake made by or as a result of the use of **Parity**®, the use of such facilities being the sole responsibility of the bidder. In the event of a malfunction in the electronic bidding process, bidders should contact the Financial Advisor to submit a signed Official Bid Form prior to the sale.

For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the City, as described under “Basis for Award” herein.

Address of Sealed Bids

Sealed bids for the Bonds shall be submitted on the “Official Bid Form”, a copy of which is enclosed, addressed to:

Bid for General Obligation Bonds, Series 2026
Attn.: City Clerk
Nichols Hills City Hall
6407 Avondale Dr.
Nichols Hills, OK 73116

Any bidder submitting their bid via **Parity® only needs to submit a completed and signed Official Bid Form if it is determined they are the winning bid.**

Description of the Bonds

The Bonds, authorized at an election held for that purpose, are being issued in accordance with the provisions contained in Article X, Section 27 of the Oklahoma Constitution, and the statutes of the State

supplementary thereto, and shall constitute direct and general obligations of the City. The proceeds of the Bonds will be used for Streets projects, Water System projects, Sanitary Sewer System projects, Technology Improvements projects, Parks projects and Police projects.

The Bonds will be issued only as full book-entry-only bonds in denominations of \$5,000 or any integral multiple thereof. The Bonds are to be dated January 1, 2026. Interest is payable semiannually on January 1 and July 1 beginning July 1, 2027. Principal is payable annually beginning on July 1, 2028. Principal and interest on the Bonds will be payable by the City's Paying Agent-Registrar Bank to the Depository Trust Company, New York, New York, securities depository for the Bonds. See "**Book-Entry-Only System**" section herein.

Maturity Schedule

Due	Principal Amount	Due	Principal Amount
7-1-2028	\$500,000	7-1-2034*	\$500,000
7-1-2029	500,000	7-1-2035*	500,000
7-1-2030	500,000	7-1-2036*	500,000
7-1-2031	500,000	7-1-2037*	500,000
7-1-2032	500,000	7-1-2038*	500,000
7-1-2033*	500,000	7-1-2039*	500,000

* Subject to redemption as set forth below.

Terms of Redemption

The Bonds maturing in the years 2028 through 2032 are not subject to redemption prior to maturity. The Bonds maturing in the years 2033 through 2039 are subject to redemption at the option of the City on any date on or after July 1, 2032, with a minimum of 30 days' notice, at the principal amount thereof plus accrued interest to the date of redemption.

Book-Entry-Only System

The Depository Trust Company, 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). One fully registered Bond certificate will be issued for each maturity of the Bonds in the principal amount of such maturity and will be deposited with DTC at the office of the Trustee on behalf of DTC utilizing the DTC FAST system of registration.

DTC may discontinue providing services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered. The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered.

Types of Bids and Interest Rates

The Bonds will be sold in one block, all or none, and no bid of less than par and accrued interest shall be considered. **The premium bid, if any, shall not exceed 4% of the par value of the Bonds (\$240,000).** Bidders shall specify the rates of interest the Bonds shall bear in multiples of one one-thousandth (1/1000th) of one percent (1%) per annum. Bidders must specify a rate or rates of interest the Bonds shall bear but will be limited to a **three percent (3%) variation between high and low interest rates**. No interest rate in excess of ten percent (10%) shall be permitted. Bidders are not restricted as to the

number of rates that may be named, provided that only one single rate shall be specified for all Bonds of the same maturity.

Basis for Award

The award, if any, will be made to the bidder offering to purchase the Bonds at the lowest rate of interest which the Bonds shall bear, which shall be the lowest true interest cost to the City, and who agrees to pay accrued interest from the date of the Bonds to the date of delivery computed on a 360-day year basis. The lowest true interest cost will be determined by doubling the semi-annual interest rate necessary to discount the debt service on the Bonds to the price bid for the Bonds. The date from which the annual true interest rate will be calculated is January 1, 2026. Each bidder is requested to supply the net interest cost and the true interest cost that the City will pay upon the issue if the bid is accepted. The right is reserved to reject any and all bids and to waive all informalities and irregularities. Issuance and delivery of the Bonds are subject to the approval of the City Council.

Official Bid Form and Good Faith Deposit

Each bid must be submitted electronically through the approved *Parity*® bidding system as described elsewhere herein or on the “Official Bid Form” attached hereto, without deviation, furnished by the City and which shall be enclosed in a sealed envelope. If the winning bid is submitted electronically via *Parity*®, the winning bidder will be required to fully execute an Official Bid Form prior to delivery of the Bonds.

A Good Faith Deposit (“Deposit”) in the form of a certified or cashier’s check, cash via wire transfer or a Financial Surety Bond in the amount of **\$120,000.00**, which is two percent (2%) of the par value of the Bonds, payable to “**City of Nichols Hills, Oklahoma**”, is required for each bid to be considered. Bidders wishing to wait until after the bid deadline to submit their Deposit are allowed to do so, as long as the Deposit is received by the City prior to the time of the award by the City Council.

If a certified or cashier’s check is used, no interest will be allowed on such check. All checks submitted by unsuccessful bidders will be promptly returned upon award of the Bonds.

Wire instructions for the City are available upon request to the Financial Advisor. If a wire transfer is used, the City intends to wire back the Deposits of the losing bidders as soon as possible after the bid deadline. No interest will be paid by the City on the Deposit.

If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Oklahoma and meeting the minimum qualifications for such providers (i.e., “AAA” rated), and such bond must be submitted to the City or its Financial Advisor prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. Each Financial Surety Bond shall provide that it will not expire for at least 48 hours from the date and time of opening the bids. If the Bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (“Purchaser”) is required to submit its Deposit to the City in the form of a wire transfer not later than 3:30 p.m. local time on the next business day following the award, in accordance with wiring instructions provided by the Financial Advisor. If such Deposit is not received by that time, the City may draw the Financial Surety Bond to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Purchaser.

In the event that the Financial Surety Bond is drawn upon, the City will return such funds to the Purchaser (1) upon payment of the purchase price by the Purchaser, or (2) if the City is unable to deliver the Bonds in accordance with the terms of this Notice of Sale and Instructions to Bidders, or (3) upon the expiration of the final date by which the City may deliver the Bonds to the Purchaser as described herein.

Any funds received by the City as a result of a draw on a Financial Surety Bond may be invested by the City, but no interest will accrue to the successful bidder as a result of such investment.

The Deposit shall be applied to the purchase price of the Bonds or returned to the successful bidder upon payment, whichever is desired by said bidder. In the event the Purchaser fails to honor its accepted bid, the City will retain the Deposit. If the Purchaser should fail to pay for the Bonds in accordance with its bid, the Deposit will be accepted by the City as full and complete liquidated damages.

The Internal Revenue Code of 1986

The City anticipates that the aggregate amount of “qualified tax-exempt obligations”, as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 (the “Code”), which will be issued by the City and all subordinate entities thereof during calendar year 2026 will not exceed \$10,000,000 and will covenant and agree by resolution that, as a material inducement and consideration to the purchase of its Bonds by the successful bidder, neither it nor any subordinate entity will, during calendar year 2026, issue “qualified tax-exempt obligations” in an aggregate amount exceeding \$10,000,000. Furthermore, the City will designate the Bonds to be “qualified tax-exempt obligations” in order that the purchaser of the Bonds may avail itself of the exception contained in said Section 265(b)(3)(B) of the Code with respect to interest incurred by Financial Institutions (as that term is defined in the Code) to carry tax-exempt bonds.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of the Official Bid Form. All expenses in relation to the printing of the CUSIP numbers on the Bonds and the CUSIP Service Bureau charge for the assignment of such numbers shall be paid by the City.

Approving Opinion

Bids may be submitted subject to the opinion of the Attorney General of the State of Oklahoma and the approving opinion of Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, Bond Counsel, each of which shall be provided by the City at no cost to the Purchaser.

Non-Litigation Certificate

With delivery of the Bonds, the City shall execute and furnish the Purchaser with a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain or enjoin the issuance or delivery of said Bonds, to affect the provisions made for their payment or security, or in any manner question the validity of said Bonds.

Delivery

Delivery of the Bonds shall be made at the expense of the Purchaser through The Depository Trust Company (“DTC”) against payment in good funds of the agreed upon purchase price. Delivery of the Bonds to the purchaser is anticipated on or about January 7, 2026.

Municipal Bond Insurance

In the event the Bonds are qualified for municipal bond insurance, and the Purchaser wants to purchase bond insurance, the cost thereof will be paid by the Purchaser. Any fees paid to any rating agencies as a result of said insurance will also be paid by the Purchaser.

The Official Statement

The City has authorized and directed the preparation of the accompanying Preliminary Official Statement in connection with the issuance of the Bonds, and for the limited purpose of complying with SEC Rule 15c2-12, deems such Preliminary Official Statement to be final as of its date within the meaning of such Rule for the purpose of review prior to bidding. The Preliminary Official Statement is subject to revision, amendment and completion as the Final Official Statement.

The Purchaser shall be responsible for providing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the sale.

No more than seven (7) business days after the date of the sale, the City will provide without cost to the Purchaser a reasonable number of copies of the Final Official Statement; provided, however, that minor delays in furnishing such Final Official Statement will not be a basis for the Purchaser's failure to pay for and accept delivery of the Bonds. Additional copies of the Final Official Statement will be made available at the Purchaser's request and expense.

If the sale of the Bonds is awarded to a syndicate, the City will designate the Senior Managing Underwriter of the syndicate as its agent for purposes of distributing copies of the Final Official Statement to each participating underwriter. Any underwriter executing and delivering a bid form with respect to the Bonds agrees thereby that if its bid is accepted, it shall accept such designation and shall enter into a contractual relationship with all syndicate members for the purpose of assuring the receipt and distribution of the Final Official Statement to each such syndicate member. The City assumes no responsibility or obligation for the distribution or delivery of the Final Official Statement to anyone other than the Purchaser.

Continuing Disclosure

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to a resolution of the City Council and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. Such Continuing Disclosure Agreement will be a document required to be delivered at closing by the City. The name, address and telephone number of the person from whom the committed information, data and notices can be obtained is Ms. Amanda Copeland, City Clerk, City of Nichols Hills, 6407 Avondale Drive, Nichols Hills, Oklahoma 73116, (405) 843-6637.

Compliance with the Energy Discrimination Elimination Act

The City will not award the Bonds to any bidder unless that bidder verifies on the Official Bid Form that it does not boycott energy companies, and will not boycott energy companies during the term of the contract, to the extent the Official Bid Form represents a contract within the meaning of Oklahoma's Energy Discrimination Elimination Act of 2022, 74 O.S. 2021 §12001 *et seq.* This verification applies only to a contract that:

1. is between a governmental entity and a company with ten or more full-time employees, and
2. will pay a company One Hundred Thousand Dollars (\$100,000.00) or more over the term of the contract that is to be paid wholly or partly from public funds of the governmental entity; provided, however, the provisions of this paragraph shall apply separately to all companies in a multiple party contract.

Compliance with the Oklahoma Firearms Act

The City will not award the 2026 Bonds to any bidder unless that bidder verifies on the Official Bid Form that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract, to the extent the Official Bid Form represents a contract within the meaning of Oklahoma's Oklahoma Firearms Act of 1971, 21 O.S. §1289.31. This verification applies only to a contract that:

1. is between a governmental entity and a company with at least ten full-time employees, and
2. has a value of at least One Hundred Thousand Dollars (\$100,000.00) that is to be paid wholly or partly from public funds of the governmental entity.

Establishment of Issue Price

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City prior to closing an "Issue Price Certificate", or similar certificate, setting forth the reasonably expected initial offering price to the public, if at least three (3) bids are received by the City or, if less than three (3) bids are received, the sales price or prices at which the first ten percent (10%) of each maturity of the Bonds is sold to the public, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, the Financial Advisor, and Bond Counsel, if applicable.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds to the public (the "competitive sale requirements"):

1. the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
2. all bidders shall have an equal opportunity to bid;
3. the City anticipates receiving bids from at least three (3) underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds;
4. the City anticipates awarding the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest net interest cost, as set forth in this Notice of Sale of Bonds.

The City shall take all reasonable steps that are appropriate so that the initial sale of the Bonds to the public will satisfy the competitive sale requirements.

In the event that the initial sale of the Bonds to the public does not satisfy the competitive sale requirements, bids will not be subject to cancellation and the City will treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity.

If the 10% test has not been satisfied as to any maturity of the Bonds, the winning bidder agrees that, for each maturity of the Bonds that has not satisfied the 10% test (the "Undersold Maturities"), it will neither offer nor sell any of the Undersold Maturities of such maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Offering Period for such maturity, nor will it permit a related party to do so. With respect to the Undersold Maturities, the Offering Period is defined as the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the sale date, or (ii) the date on which the winning bidder has sold 10% of such Undersold Maturity (or

Maturities, if applicable) to the public at a price that is no higher than the Initial Offering Price for such Undersold Maturity (or Maturities, if applicable).

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the winning bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to neither offer nor sell any of the Undersold Maturities of such maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Offering Period for such maturity, nor will it permit a related party to do so, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to neither offer nor sell any of the Undersold Maturities of such maturity to any person at a price that is higher than the Initial Offering Price for such maturity during the Offering Period for such maturity, nor will it permit a related party to do so.

Sales of said Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

1. “public” means any person other than an underwriter or a related party;
2. “underwriter” means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public); and
3. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to more than 50% common ownership.

In the event the winning bidder will not reoffer the Bonds for sale to the public, the Issue Price Certificate may be modified in a manner approved by the City.

All action to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by BOK Financial Securities, Inc., acting as the City’s Financial Advisor, and any notice or report to be provided to the City may be provided to BOK Financial Securities, Inc.

NOTE: In the event that the initial sale of the Bonds to the public does not satisfy the competitive sale requirements as defined above, and the winning bidder informs the Financial Advisor that there exist certain Undersold Maturities, the basis for determining the issue price of the Bonds may be different from the method described herein and may be determined on the sale date upon approval of the Financial Advisor.

Miscellaneous

Additional information may be obtained from the City’s Financial Advisor: Mr. Chris Gander, Investment Banker, BOK Financial Securities, Inc., 499 West Sheridan Avenue, Suite 2500, Oklahoma City, Oklahoma 73102, telephone (405) 272-2075.

The right is reserved to reject any and all bids and to waive all informalities and irregularities.

ISSUE PRICE CERTIFICATE

CERTIFICATE OF THE UNDERWRITER

\$6,000,000

**City of Nichols Hills, Oklahoma
General Obligation Bonds, Series 2026**

The undersigned, on behalf of _____ (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price-Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) The Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, to the best of our knowledge based on our records, the Underwriter has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities”.

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities”.

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Nichols Hills, Oklahoma.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than the Underwriter or a Related Party (as such terms are defined below) to an Underwriter.

(g) A purchaser of any of the Bonds is a *Related Party* to any Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is November 12, 2025.

(i) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only, and as it relates to the actions of the other Underwriters, such representations are made to the best of the Underwriter's knowledge based on the Underwriter's records. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Arbitrage and Use of Proceeds Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Williams, Box, Forshee & Bullard, P.C., Oklahoma City, Oklahoma, as Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2025

_____, as Underwriter

By: _____

Name: _____

Schedule A

Sale Prices

General Rule Maturities

_____ Not Applicable

 X Maturities Listed Below

<u>Maturity DATE</u>	<u>Principal AMOUNTS</u>	<u>Interest RATE</u>	<u>YIELD</u>	<u>CUSIP Base: 653794</u>
07-01-2028	\$500,000	_____%	_____%	_____
07-01-2029	\$500,000	_____%	_____%	_____
07-01-2030	\$500,000	_____%	_____%	_____
07-01-2031	\$500,000	_____%	_____%	_____
07-01-2032	\$500,000	_____%	_____%	_____
07-01-2033	\$500,000	_____%	_____%	_____
07-01-2034	\$500,000	_____%	_____%	_____
07-01-2035	\$500,000	_____%	_____%	_____
07-01-2036	\$500,000	_____%	_____%	_____
07-01-2037	\$500,000	_____%	_____%	_____
07-01-2038	\$500,000	_____%	_____%	_____
07-01-2039	\$500,000	_____%	_____%	_____

Hold-the-Offering-Price Rule Maturities

_____ Not Applicable

_____ Maturities Listed Below

Schedule B

Pricing Wire or Equivalent Communication

_____ Not applicable, because there are no Hold-the-Offering-Price Maturities

_____ Attached

OFFICIAL BID FORM

Honorable Mayor and City Council
City of Nichols Hills, Oklahoma

November 12, 2025

Ladies and Gentlemen:

For your issue of General Obligation Bonds, Series 2026 in the amount of \$6,000,000 (the "Bonds"), dated January 1, 2026, legally issued in accordance with your Notice of Sale and Preliminary Official Statement, we will pay you a price of par and accrued interest from the date of the Bonds to the date of delivery to us, plus a total premium of \$ _____, for the Bonds bearing interest rates and maturing as follows:

\$500,000 due 7-1-2028 @ _____ %	\$500,000 due 7-1-2034* @ _____ %
\$500,000 due 7-1-2029 @ _____ %	\$500,000 due 7-1-2035* @ _____ %
\$500,000 due 7-1-2030 @ _____ %	\$500,000 due 7-1-2036* @ _____ %
\$500,000 due 7-1-2031 @ _____ %	\$500,000 due 7-1-2037* @ _____ %
\$500,000 due 7-1-2032 @ _____ %	\$500,000 due 7-1-2038* @ _____ %
\$500,000 due 7-1-2033* @ _____ %	\$500,000 due 7-1-2039* @ _____ %

*With redemption provisions as set forth in the Notice of Sale.

Gross Interest Cost \$ _____ Net Interest Cost \$ _____ True Interest Cost _____ %

In the event of any error in the True Interest Cost calculation in the bid, the interest rate or rates and any premium set forth in the bid form will be considered as determining the correct True Interest Cost.

Payment in federal funds for the Bonds in accordance with the above terms will be made upon the tender of said Bonds to us at the Depository Trust Company, free and clear of any bank charges, under the following stipulations: (1) that said Bonds are to be in the hands of the Attorney General for examination within thirty (30) days from this date without litigation pending; (2) that within twenty (20) days after the approval of said Bonds by the Attorney General, we are to be furnished with a complete transcript of proceedings covering said Bonds; (3) that said Bonds shall be tendered to us for payment within thirty-five (35) days after their approval by the Attorney General, which shall not exceed seventy (70) days from this date; (4) that after the thirty (30) day statutory contest period, we are to be furnished with such additional certificates as may be necessary to establish legality, legal delivery and freedom from litigation, all to the satisfaction of Williams, Box, Forshee & Bullard, P. C., Oklahoma City, Oklahoma, Bond Counsel, whose fee will be paid by the City; otherwise, delivery of said Bonds shall be made to us, but only at our option; (5) that the City has adopted an agreement establishing its intent to assist in compliance with SEC Rule 15c2-12(b)(5).

We have provided a wire transfer or a Certified or Cashier's Check or a Financial Surety Bond in the sum of **\$120,000.00** as our Good Faith Deposit, to be held by you and to be forfeited to you as liquidated damages in the event we fail or refuse to comply with this agreement in accordance with your Official Notice of Sale.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award.

We further certify, pursuant to the requirements of 74 O.S. §12001 et seq., that we do not boycott energy companies and will not boycott energy companies during the term of the contract.

We further certify, pursuant to the requirements of 21 O.S. §1289.31, that we do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

If, prior to the delivery of said Bonds, the interest received from bonds of the same type and character shall be subject to Federal income taxation by ruling, decisions, or law, we may, at our election, be relieved of our obligation under this contract and in such case the Good Faith Deposit will be returned.

Respectfully submitted,

If group, attach names of members
of group or include on reverse side.

_____ (Signature)

_____ (Title)

_____ (Representing)

Accepted this 12th day of November, 2025.

WITNESS OUR OFFICIAL HAND AND SEAL:

ATTEST: _____

City Clerk

(SEAL)

Mayor