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WILLIAMS, BOX, FORSHEE & BULLARD, P.C.
ATTORNEYS AND COUNSELLORS
522 COLCORD DRIVE
OKLAHOMA CITY, OKLAHOMA 73102-2202
TELEPHONE 405-232-0080
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**SCOPE OF SERVICES AGREEMENT
FOR BOND COUNSEL SERVICES**

**OKLAHOMA CITY WATER UTILITIES TRUST
PROCUREMENT OF TAX-EXEMPT BANK DRAW NOTE PROGRAM**

THIS AGREEMENT dated as of _____, 2025, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG"), WILLIAMS, BOX, FORSHEE & BULLARD, P.C. ("WBFB", and collectively with PFLG, "BOND COUNSEL"), and OKLAHOMA CITY WATER UTILITIES TRUST (the "ISSUER" or "OCWUT"), is entered into in accordance with the Amendment to Agreement for Bond Counsel Services for The City of Oklahoma City, Oklahoma, effective as of July 1, 2019 (the "Master Contract"), and adopted by OCWUT on July 30, 2019, by and between BOND COUNSEL and The City of Oklahoma City, Oklahoma (the "City") and any related public trusts having the City as its beneficiary or for which the City is a representative member, as follows:

RECITALS

WHEREAS, the Issuer is soliciting proposals and fee quotations from interested commercial banking firms (each a "Bank" or collectively, "Banks") to provide a tax-exempt bank note program (the "Program") to provide interim funding, as needed, for improvements to the water and wastewater systems and in particular the payment of the costs of the capital improvement plan of OCWUT (collectively, the "Projects"); and

WHEREAS, BOND COUNSEL each possesses the necessary professional capabilities and resources to provide the legal services required by ISSUER as described in this Agreement.

AGREEMENTS

BOND COUNSEL shall perform bond counsel services in connection with the procurement and evaluation of proposals submitted by the Banks to provide a Program in accordance with the provisions of the Master Contract. To the extent not addressed specifically herein and in the event of a conflict or inconsistency between the terms of this Scope of Services Agreement and the Master Contract, the terms of the Master Contract shall govern the relationship of the parties and services to be performed by BOND COUNSEL.

1. Limited Scope of Engagement

BOND COUNSEL will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer, including the manager of the Issuer, Issuer's Counsel, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Program and procurement of a Bank for the Program.
- (2) Review of the request for proposals ("RFP") and other documentation relating to the procurement of the Program (the "Procurement Documents").
- (3) Review RFP responses and provide advice as to legal matters related to the RFP responses.
- (4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

BOND COUNSEL's engagement under this agreement does not include preparation of closing papers to be executed by the Issuer required to effect delivery of notes under the Program and coordination of the closing. After selection and negotiation of a Bank for the Program, BOND COUNSEL may be separately engaged to prepare necessary closing papers for the Program, coordinate the closing, and render bond counsel's customary final legal opinion.

2. Independent Registered Municipal Advisor.

BOND COUNSEL and ISSUER acknowledge that ISSUER shall be represented by PFM Financial Advisors LLC, a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1, or such other municipal advisor as may be selected by ISSUER from time to time (collectively, referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). Both PFLG and WILLIAMS are firms of attorneys who provide legal advice or services of a traditional legal nature to a client, and neither PFLG nor WILLIAMS are or represent themselves to be financial advisors or financial experts. Therefore, PFLG and WILLIAMS are excluded from the definition of Municipal Advisor, and neither PFLG nor WILLIAMS intend to provide any advice with respect to municipal financial products or the issuance of municipal obligations outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as

beyond the scope of traditional legal services, ISSUER specifically acknowledges that PFLG and WILLIAMS may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) ISSUER is represented by an Independent Registered Municipal Advisor not associated with PFLG or WILLIAMS, (ii) ISSUER hereby advises PFLG and WILLIAMS that ISSUER is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) ISSUER has been advised that PFLG and WILLIAMS are not municipal advisors and PFLG and WILLIAMS owe no federal statutory fiduciary duty to ISSUER.

3. Relationships with Other Parties.

The ISSUER and BOND COUNSEL acknowledge that the ISSUER has engaged separate legal counsel to advise ISSUER with respect to continuing disclosure in connection with the procurement of a Bank for the Program. BOND COUNSEL will not be responsible for preparing or opining with respect to the ISSUER's Official Statement and/or any Continuing Disclosure Undertakings and/or continuing disclosure requirements with respect to the Program and solicitation and selection of the Bank to provide the Program (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material or notices relating to the Program.

The ISSUER and BOND COUNSEL acknowledge that the ISSUER has engaged special tax counsel to represent ISSUER with respect to special tax matters related to the procurement of a Bank for the Program.

4. Compensation and Reimbursements.

(a) *Compensation for Bond Counsel Services.* For services as bond counsel to the ISSUER in connection with the procurement of a Bank for the Program, BOND COUNSEL shall be compensated on an hourly basis as provided by Schedule 9 on "Exhibit A" to the Master Contract.

(b) *Expenses.* BOND COUNSEL shall also be reimbursed for reasonable and customary expenses related to the procurement of a Bank for the Program.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to the following, which may be modified by a party hereto by notice in the same manner to the other parties:

BOND COUNSEL:

John Michael Williams
Williams, Box, Forshee & Bullard, PC
522 Colcord Drive
Oklahoma City, OK 73102
Telephone: (405) 232-0080

and

Allan A. Brooks, III
The Public Finance Law Group PLLC
5657 N. Classen Blvd
Oklahoma City, OK 73118
Telephone: (405) 235-3413

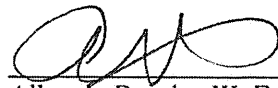
ISSUER:

Oklahoma City Water Utilities Trust
420 W. Main, Suite 500
Oklahoma City, OK 73102
Attention: Vanessa Aguilar

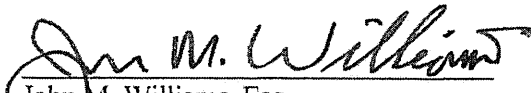
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ISSUER, PFLG, and WBFB have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: 
Allan A. Brooks, III, Esq.

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

By: 
John M. Williams, Esq.

This **Scope of Services Agreement** is approved by the Oklahoma City Water Utilities Trust and signed by its Chairman this 11TH day of FEBRUARY, 20 25.

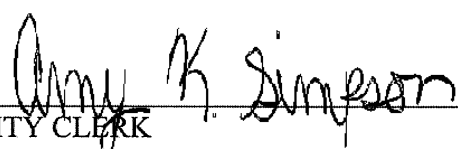
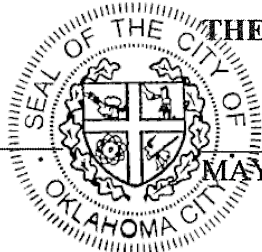

Attest:

 Secretary

 Chairman

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this 25TH day of FEBRUARY, 20 25.

ATTEST:

 CITY CLERK

 MAYOR

REVIEWED for form and legality.


ASSISTANT MUNICIPAL COUNSELOR