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ATTORNEYS AND COUNSELLORS
522 COLCORD DRIVE
OKLAHOMA CITY, OKLAHOMA 73102-2202
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**SCOPE OF SERVICES AGREEMENT
FOR BOND COUNSEL SERVICES**

**OKLAHOMA CITY WATER UTILITIES TRUST
SERIES 2025A DRINKING WATER SRF PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD**

THIS AGREEMENT dated as of November 5, 2024, 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 desires to issue its Series 2025A Drinking Water SRF Promissory Note to Oklahoma Water Resources Board, in the aggregate principal amount of not-to-exceed \$2,500,000 (the “Note”) for the purpose of identification, planning, and design of Lead Service Line Replacement (LSLR) project for the City, the beneficiary of the ISSUER (the “Project”), it being the express intent hereof that any designations herein are merely for convenience and the Note may be named and divided by series as deemed appropriate by OCWUT; 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 Note 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. 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 WBFB are firms of attorneys who provide legal advice or services of a traditional legal nature to a client, and neither PFLG nor WBFB are or represent themselves to be financial advisors or financial experts. Therefore, PFLG and WBFB are excluded from the definition of Municipal Advisor, and neither PFLG nor WBFB 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 WBFB 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 WBFB, (ii) ISSUER hereby advises PFLG and WBFB 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 WBFB are not municipal advisors and PFLG and WBFB owe no federal statutory fiduciary duty to ISSUER.

2. Relationships with Other Parties.

(a) The ISSUER and BOND COUNSEL acknowledge that the ISSUER has not engaged separate legal counsel to advise ISSUER with respect to continuing disclosure in connection with the issuance of the Note. 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 Note (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 Note.

(b) The ISSUER and BOND COUNSEL acknowledge that special tax counsel has not been engaged to represent ISSUER or to assist BOND COUNSEL with respect to special tax matters related to the issuance of the Note. BOND COUNSEL shall be responsible for advising and opining with respect to federal tax matters and the tax-exempt status of the Note.

3. Compensation and Reimbursements.

(a) *Compensation for Bond Counsel Services.* For services as bond counsel to the ISSUER, BOND COUNSEL shall be paid at the time of issuance of the Note pursuant to the fee scale set forth as “**Schedule 1**” on “**Exhibit A**” to the Master Contract.

(b) *Expenses.* BOND COUNSEL shall also be reimbursed for reasonable and customary expenses related to the issuance of the Note.

(c) *Payment.* Fees and expenses shall be payable by ISSUER at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing and shall be entirely contingent upon issuance of the Note.

4. 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.

5. 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

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

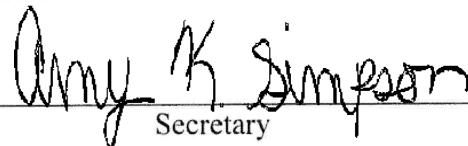
By: 
Allan A. Brooks, III, Esq.

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 5th day of November, 20 24.

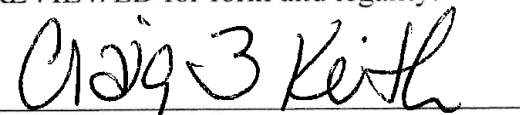
Attest:


Secretary




Chairman

REVIEWED for form and legality.


Assistant Municipal Counselor

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City
this 19th day of November, 2024.

ATTEST:

Amy K Simpson
CITY CLERK



THE CITY OF OKLAHOMA CITY

David Holt

MAYOR