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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
UTILITY SYSTEM REVENUE REFUNDING BONDS**

THIS AGREEMENT dated as of June 7, 2022, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG"), WILLIAMS, BOX, FORSHEE & BULLARD, P.C. ("WBF"), 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 has determined to issue one or more series of its Utility System Revenue Refunding Bonds (the "Bonds") in an aggregate principal amount of not to exceed \$300,000,000 for delivery at the same time or at different times for the purpose of (i) advance refunding all or a portion of OCWUT's outstanding revenue bonds, (ii) funding a debt service reserve, if necessary; and (iii) paying certain costs associated with the issuance of the Bonds; 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 Bonds 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.

The ISSUER and BOND COUNSEL acknowledge that the ISSUER has engaged Kutak Rock LLP, as disclosure counsel, to advise ISSUER with respect to continuing disclosure in connection with the issuance of the Bonds. 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 Bonds, 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 Bonds, except as is customarily provided in the negotiation of a Bond Purchase Agreement.

The ISSUER and BOND COUNSEL acknowledge that the Bonds are anticipated to be issued on a taxable basis. ISSUER has engaged Kutak Rock LLP, as special tax counsel, to represent ISSUER, if necessary, with respect to special tax matters related to the issuance of the Bonds.

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 Bonds pursuant to the fee scale set forth as "Schedule 1" and "Schedule 4" 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 Bonds.

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

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
Bret Weingart
420 W. Main, Suite 500
Oklahoma City, OK 73102
Attention: Bret Weingart**

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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 7th day of June, 2022.

Attest:


Secretary



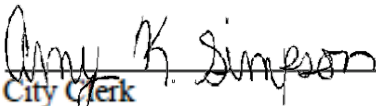

Chairman


REVIEWED for form and legality.

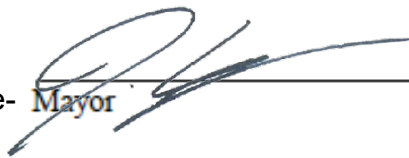

Assistant Municipal Counselor

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City
this 21st day of June, 2022.

THE CITY OF OKLAHOMA CITY


City Clerk




Vice-Mayor