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AGREEMENT FOR BOND COUNSEL SERVICES

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA GENERAL OBLIGATION BONDS AND/OR LEASE REVENUE OBLIGATIONS

THIS AGREEMENT is entered into as of June 10, 2025, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), and INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA (the “District”), a political subdivision of the State of Oklahoma, as follows:

RECITALS

WHEREAS, the District desires to continue its engagement of PFLG as bond counsel in connection with the financing of certain capital projects authorized at an election held by the District on February 14, 2023 (the “2023 Election”), along with related costs (collectively, the “Project”); and

WHEREAS, to finance all or a portion of the costs of the Project, the District intends to issue one or more series of its General Obligation Bonds as may be authorized pursuant to the 2023 Election (collectively, the “Bonds”); and

WHEREAS, the District further acknowledges its intent to participate in a transaction or series of transactions whereby the District, or a public trust on behalf of the District, issues lease purchase obligations (the “Lease Purchase Obligations”) to construct portions of the Project, which obligations will be retired with the proceeds of the Bonds based upon the acquisition of all or distinct portions of the Project being acquired by the District; and

WHEREAS, the issuance of Bonds and Lease Purchase Obligations shall be referred to collectively as the “Financing Plan”; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by District as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the District:

- (1) Consultation with representatives of the District, including the Superintendent, the District's Legal Counsel (as defined herein), the Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Financing Plan.
- (2) Furnish full directions of all steps necessary to be taken by the District in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of Bonds and/or for the issuance of the Lease Purchase Obligations by the District or a public trust on behalf of the District.
- (3) Provide and furnish forms, outlines of procedure, resolutions or ordinances necessary for the issuance of such Bonds and/or the Lease Purchase Obligations (collectively, the "Financing Documents").
- (4) Review of documentation with respect to any letter of credit or bond insurance policy provided in connection with the Financing, if any.
- (5) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request, and assistance to the District staff in preparation of such explanations or presentations to the governing body of the District as they may request.
- (6) Preparation of final closing papers to be executed by the District required to effect delivery of each series of Bonds and/or Lease Purchase Obligations and coordination of the Bond and/or Lease Purchase Obligation closings, including seeking the approval of each series of Bonds by the Attorney General of the State of Oklahoma.
- (7) In connection with the closing of any series of Bonds, to furnish at least three (3) transcripts of the entire proceedings, one of which shall be filed with the Attorney General of Oklahoma, one of which shall be filed with the Clerk of the District, and one of which shall accompany the Bonds.
- (8) Rendering of bond counsel's customary final legal opinion on the validity of the Bonds and/or the Lease Purchase Obligations and, with respect to any tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the District acknowledge that the District shall be represented by the District's attorney (also referred to as "Legal Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Legal Counsel to the extent requested by the District or its Legal Counsel.

PFLG and the District further acknowledge that the District shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert.

Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities 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, the District specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the District is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the District hereby advises PFLG that the District is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the District has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the District.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, the District, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds and/or Lease Purchase Obligations, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the District's Official Statement and/or any Continuing Disclosure Undertakings for any Bonds and/or Lease Purchase Obligations, including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to any Bonds and/or Lease Purchase Obligations. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Bonds and/or Lease Purchase Obligations and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds and/or Lease Purchase Obligations, proceeds of any financing, or the Project after issuance of the Bonds and/or Lease Purchase Obligations.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the District, PFLG shall be paid a fixed fee at the time of issuance of the Bonds and/or Lease Purchase Obligations as follows:

- (i) General Obligation Bonds Issued Under the 2023 Election Authorization. One half of one percent (0.5%) of the par amount of each series of Bonds issued, subject to a minimum fee of \$17,500.00, for each series of Bonds issued pursuant to the 2023 Election authorization.

- (ii) Lease Purchase Transactions associated with the 2023 Election Authorized Projects. One half of one percent (0.5%) of the par amount of each series of Lease Purchase Obligations issued, subject to a minimum fee of \$17,500.00, for each series of Lease Purchase Obligations issued pursuant to the 2023 Election authorization.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution in connection with each series of Bonds and/or Lease Purchase Obligations, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with each series of Bonds and/or Lease Purchase Obligations shall be paid directly by the District, but if paid by PFLG on behalf of the District, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by the District at the time of issuance of the Bonds and/or Lease Purchase Obligations. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and/or Lease Purchase Obligations and shall be entirely contingent upon issuance of the Bonds and/or Lease Purchase Obligations.

D. *Term of Engagement.* This Agreement shall remain in full force and effect through and including June 30, 2026, and shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year until such time as all of the Bonds authorized in the 2023 Election shall be issued or this Agreement shall be otherwise terminated as provided herein.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds and/or Lease Purchase Obligations; provided that the District shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds and/or Lease Purchase Obligations or the District.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of bonds, notes, or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that

represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds and/or Lease Purchase Obligations, PFLG will act as special counsel to the District with respect to issuance of the Bonds and/or Lease Purchase Obligations; i.e., PFLG will assist the District's Legal Counsel in representing District but only with respect to validity of the Bonds and/or Lease Purchase Obligations and the Financing Documents, and the tax status of interest on the Bonds and/or Lease Purchase Obligations, in a manner not inconsistent with the role of bond counsel described above.

The District acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Financing Plan or the Project or that may be involved with or adverse to the District in this or some other matter. PFLG agrees not to represent any such entity in connection with the Financing Plan, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the District specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the District except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The District may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds and/or Lease Purchase Obligations (if not the District). The District shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the District in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of the District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

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:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

DISTRICT:

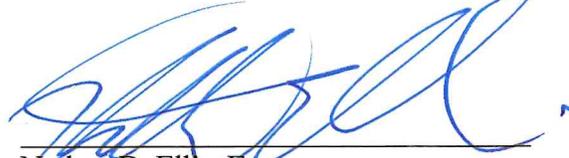
Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis
Stillwater, OK 74074
Attention: Superintendent

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The District and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By:



Nathan D. Ellis, Esq.

**INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA**

By:

Title: President, Board of Education
Date: June 10, 2025

(SEAL)

ATTEST:

By:

Clerk, Board of Education