

October 8, 2020

City of Broken Arrow, Oklahoma
City Hall
220 S. First Street
Broken Arrow, Oklahoma 74012

CITY OF BROKEN ARROW, OKLAHOMA

**GENERAL OBLIGATION BONDS,
SERIES 2020B**

**GENERAL OBLIGATION BONDS,
SERIES 2020C**

Ladies and Gentlemen:

On behalf of Kutak Rock LLP (“**Kutak Rock**”), thank you for the opportunity to serve as special disclosure counsel to the City of Broken Arrow, Oklahoma (the “**Issuer**”) with respect to the above-captioned bonds (the “**Bonds**”). Pursuant to your request, this letter sets forth our understanding as to the limited scope of our representation of the Issuer and the fees and expenses to be charged to the Issuer for our legal work.

In connection with the issuance and delivery of the Bonds, Kutak Rock will assist in the (a) legal review of the preliminary official statement and the final official statement or any other offering document relating to the Bonds (collectively referred to hereafter as the “**Offering Document**”); and (b) preparation of the continuing disclosure undertaking. Kutak Rock will review and comment on the operative bond documents, authorizations, certificates, and other documents included in the official transcript relating to the Bonds. Kutak Rock will coordinate with the Issuer and its municipal advisor in preparing and will assist the Issuer in reviewing the information presented in the Offering Document (excluding any financial statements, forecasts, market analyses, information regarding the Depository Trust Company, schedules, assumptions and other financial, statistical, demographic and economic data contained therein, whether historical or forward-looking). Kutak Rock will advise the Issuer as to certain federal securities laws matters, including the rules of the Municipal Securities Rulemaking Board and the application of Securities and Exchange Commission Rule 15c2-12 (the “**Rule**”). Kutak Rock will perform such due diligence inquiries and investigations, as we deem necessary to issue a 10b-5 opinion for the Bond financing to the Issuer. Due diligence may include making requests for information, participation in conferences with officials or representatives of the Issuer with respect to the payment of debt service on the Bonds and the review of documents, certificates and opinions.

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Subject to the completion of proceedings to our satisfaction, Kutak Rock will deliver to the Issuer an opinion reciting our assistance with the preparation and review of the Offering Document and addressing (i) federal securities law "10b-5" matters in a customary form with appropriate exclusions, and (ii) the correctness of the undertaking entered into by the Issuer as required by the Rule, all in accordance with Kutak Rock guidelines. We will not deliver an opinion, and will rely on the opinion of bond counsel, with respect to the validity and the due execution, delivery and authentication of the Bonds issued and with respect to any exclusion from State of Oklahoma and federal income taxes of the interest on the Bonds.

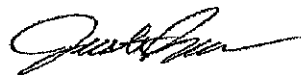
We will also consult with the Issuer about its policies and procedures relating to its approach to primary and secondary market disclosure.

The Issuer shall pay Kutak Rock after the issuance of the Bonds, upon presentment of a statement for fees and expenses by Kutak Rock to the Issuer. The total fees and expenses for Kutak Rock will be \$15,000. The Issuer will pay such fees and expenses of Kutak Rock from the proceeds of the Bonds. Payment of our fees related to this matter shall be contingent on the issuance of the Bonds.

Our services are limited as set forth herein and would not include representation in any legal action challenging the validity of the transaction contemplated by this letter or the provision of any bond counsel or tax counsel services. If we are required or requested to perform any additional or extraordinary services not contemplated in this letter (e.g., delivery of extraordinary legal opinions, etc.), we would propose to request additional compensation for such additional services performed, the amount of which would be subject to your approval and the approval of the Issuer. No such additional compensation would be payable unless specifically authorized by you in writing.

If the fee arrangement set forth above is satisfactory to you, please execute the enclosed copy of this letter and return it to me for our files. Please do not hesitate to contact me with any questions you may have.

Very truly yours,

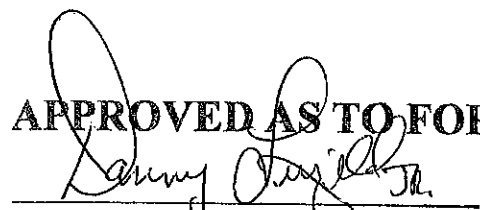


Justin Reppe

Enclosure

Approved as of the date first written above:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Deputy City Attorney