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May 17, 2021

Mr. John M. Ratliff
City Attorney
City of Lawton, Oklahoma
Lawton, OK

Dear Mr. Ratliff:

This engagement letter sets forth for your approval the following provisions governing our engagement with the City of Lawton (the "City") to serve as Disclosure Counsel to the City in connection with the Preliminary and final Official Statements (collectively, "OSs") the City prepares in connection with its general obligation bond issues; the City's associated Continuing Disclosure Agreements and related filings; and more generally, the City's questions regarding disclosure from time to time.

This engagement letter assumes that the City will continue the practice of engaging an independent financial advisor to be the principal drafter of the OSs, and is prepared on the understanding that Digital Assurance Certification, LLC ("DAC") has been engaged by the City as its dissemination agent.

1. *Limited Scope of Representation.* Hawkins Delafield & Wood LLP ("Hawkins" or the "firm") will be engaged to perform the following services on behalf of the City:

- a. review of Continuing Disclosure Agreements related to outstanding general obligation bonds of the City;
- b. review of compliance reports prepared by the City and DAC regarding the continuing disclosure filings of the City;

- c. review of the annual continuing disclosure filings made by the City with the Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board;
- d. review of and comment on the continuing disclosure language in the OSs;
- e. review the format of the OSs and more generally read the OSs, including the appendices, and suggest such revisions, additions, or deletions for the City’s consideration as we think are necessary or appropriate (on the understanding that the OSs are the City’s documents and the City remains responsible for its content);
- f. draft the forms of the Continuing Disclosure Agreements as attached to the OSs, and the execution copies of such agreements;
- g. respond to any questions that the City may have outside the context of a bond offering, including relating to any events listed in the City’s Continuing Disclosure Agreements, and if the City determines that a disclosure filing is necessary or appropriate, coordinate with the City regarding the content of any such filing (on the understanding that DAC will make the agreed-upon filing with EMMA);
- h. upon request, conduct such securities law training seminars regarding primary market and continuing disclosure as the City Attorney and Hawkins deem appropriate; and
- i. review the annual financial information filings prepared by the City pursuant to its Continuing Disclosure Agreements, comprised of (i) the City’s audited financial statements for the most recently ended fiscal year and (ii) annual updates to certain tables and financial information from the applicable OSs of the City. Review draft submissions, on the understanding that such review will not include verifying the information submitted against the source documentation, regardless of whether cited and regardless of whether publicly available or from the City’s records, but will include verifying that the categories of information submitted satisfy the applicable Continuing Disclosure Agreements. The City will be responsible for submitting to Hawkins whatever draft filings it determines it wants Hawkins to review, and Hawkins has no responsibility for advising or reminding the City of any applicable filing deadlines.

2. *Term of Engagement.* Either the City or Hawkins may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City’s interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the City in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.* Following any termination of this engagement, any otherwise non-public information that the

City has supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the City's request, its papers and property will be returned to it or delivered to successor counsel, as you may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative agency or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the City during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees.* The current hourly rates of the attorneys who work on this engagement will remain in effect. They are John McNally, \$810; and Brian Garzione, \$510.

If the foregoing is satisfactory to you, please sign where indicated and send to me an executed copy. I look forward to working with you on this matter and thank you for the opportunity.

Very truly yours,



Brian Garzione

Agreed and Accepted:

City of Lawton, Oklahoma

By: _____

Title: Mayor

Date: June 8, 2021

APPROVED as to form and legality this _____ day of June, 2021.

JOHN M. RATLIFF, CITY ATTORNEY