

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Steve Anderson
Andrea C. Voorheis
Liz Fessler Smith

SPECIAL TOWNSHIP BOARD MEETING
LOCATION: 7527 HIGHLAND ROAD, WHITE LAKE - ANNEX BOARD ROOM
MONDAY, JANUARY 13, 2025 – 5:30 PM

White Lake Township | 7525 Highland Rd | White Lake, MI 48383 | Phone: (248) 698-3300 | www.whitelaketwp.com

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**

6. **NEW BUSINESS**
 - A. [REQUEST TO APPROVE DICKINSON WRIGHT ENGAGEMENT FOR BOND COUNSEL](#)
 - B. [REQUEST TO APPROVE S&P GLOBAL ENGAGEMENT FOR CREDIT RATING](#)
 - C. [RESOLUTION #25-001; TO AUTHORIZE ISSUANCE OF LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2025](#)

7. **ADJOURNMENT**

Procedures for accommodations for persons with disabilities: The Township will follow its normal procedures for individuals with disabilities needing accommodations for effective participation in this meeting. **Please contact the Township Clerk's office at (248) 698-3300 X-7 at least 1 day in advance of the meeting.** An attempt will be made to provide reasonable accommodations.



INTER OFFICE MEMO

January 13, 2025

Dear fellow Board members;

Subject: Dickinson Wright PLLC Bond Counsel Engagement Letter

In accordance with the Township's Procurement Policy, Section 4.7(c), the committee established by the Township Supervisor reviewed the proposed engagement letter and is recommending the Township Board approve the engagement of the firm Dickinson Wright to assist in the Civic Center Bonds 2025, effective 1/1/25.

Please let me know if you have any questions.

Sincerely,

Rik Kowall, Supervisor
White Lake Township



2600 WEST BIG BEAVER ROAD, SUITE 300
TROY, MI 48084-3312
TELEPHONE: (248) 433-7200
FACSIMILE: (248) 433-7274
<http://www.dickinsonwright.com>

ERIC MCGLOTHLIN
emcglathlin@dickinsonwright.com
(248) 433-7566

December 23, 2024

Via Email

Mike Roman, Treasurer
Charter Township of White Lake
7525 Highland Rd.
White Lake, Michigan 48383

Dear Mr. Roman,

Thank you for asking Dickinson Wright PLLC ("the Firm") to continue its representation of the Charter Township of White Lake (the "Client" or "Issuer") as bond counsel in connection with the issuance of Limited Tax General Obligation Bonds, Series 2025 (the "Bonds") for the purpose of financing the Issuer's Civic Center project (the "Project"). Given that the Issuer's prior attempt to finance the Project by the issuance of the Issuer's Limited Tax General Obligation Bonds, Series 2024B (the "2024B Bonds") was not completed, it is necessary to re-establish our engagement with the Issuer with respect to the Bonds. We understand that the Bonds will be issued pursuant to 2001 PA 34 in the maximum aggregate principal amount of \$29 million and will be secured by the Issuer's pledge of its limited tax full faith and credit. The purpose of this engagement letter ("Agreement") is to describe the services we will perform as bond counsel and the Firm's respective responsibilities and expectations under this engagement.

Scope of Engagement:

In the Firm's capacity as bond counsel, the Firm has performed in connection with the 2024B Bonds and expects to perform in connection with the Bonds the following services:

(1) Subject to the completion of proceedings to the Firm's satisfaction, render the Firm's legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and Michigan income tax purposes. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(2) Draft the resolutions of the governing body of the Issuer declaring official intent to reimburse Project expenditures from Bond proceeds and directing publication of the applicable notice of intent to issue bonds and authorizing the issuance of the Bonds; resolutions amending the bond authorizing resolution; the notice of sale of bonds with respect to the 2024B Bonds; the order of the authorized officer of the Issuer approving the sale of the Bonds; and all necessary closing documents.

December 23, 2024
Page 2

(3) Prepare and review other documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of documents, and review enabling legislation.

(4) Prepare the Issuer's proceedings necessary for the issuance of the Bonds and prepare all proceedings necessary for approval of the issuance and sale of the Bonds.

(5) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as the Firm determines is necessary or appropriate in connection with the authorization, issuance, sale and delivery of the Bonds, except that the Firm will not be responsible for any required blue sky filings. The Firm will not be responsible for obtaining any approvals and permits relating to the construction and operation of the facilities financed with the proceeds of the Bonds.

(6) Review legal issues relating to the structure of the Bonds.

(7) Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds identified under a section entitled "Bond Counsel's Responsibility."

(8) Prepare a notice of sale in connection with a competitive sale of the Bonds or review any request for proposals for a negotiated sale and any bond purchase agreement or term sheet with one or more Underwriters or a direct Purchaser.

(9) Prepare the continuing disclosure undertaking of the Issuer, if required.

(10) Prepare the closing transcripts for the Bonds.

The Firm's Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete, accurate and timely information on all developments pertaining to any aspect of the Bonds and their security.

The Firm's duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Project or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

December 23, 2024
Page 3

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) services relating to any grant funds for the Project or to any contracts or agreements related thereto; (c) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (d) preparing blue sky or investment surveys with respect to the Bonds; (e) making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (f) assisting in the preparation or review of any official statement or other disclosure document with respect to the Bonds, except as provided in (7) above, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document; (g) advice on post-closing tax issues (e.g., our engagement does not include rebate calculations for the Bonds); (h) obtaining, reviewing, confirming, approving, or transmitting any bank account information or wire transfer or similar electronic transfer instructions; and (i) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Attorney-Client Relationship: Upon execution of this engagement letter, the Issuer will be the client and an attorney-client relationship will exist between the Issuer and the Firm. The Firm's services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations.

Fees: We propose that our fee in connection with the Bonds shall be payable upon the delivery of the Bond. With respect to the 2024B Bonds, the Firm devoted a substantial amount of time in performing the services necessary for the sale and issuance of the 2024B Bonds and anticipated receiving a fee of \$64,000 for such services. In addition, the Firm expects to devote a substantial amount of time to performing again a large majority of the services necessary for the sale and issuance of the Bonds. Therefore, the Firm believes that an increase of the previously anticipated fee in the amount of \$25,000 is appropriate, which would result in a total fee of \$89,000.

In addition, the Client will reimburse the Firm for all charges made or incurred in connection with the Bond issue, such as travel costs, photocopying, deliveries, filing fees, computer-assisted research, and other expenses.

Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to fairly and reasonably modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If, for any reason, the financing represented by the Bonds is not consummated or is completed without the delivery of the Firm's opinion as bond counsel, or the Firm's services are otherwise terminated, the Client agrees that the Firm may present the Client an invoice for services provided to date. In such event, the Client agrees to compensate the Firm its normal hourly rates for time actually spent on the Bond issue, plus client charges and costs, as described above.

December 23, 2024
Page 4

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (10) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, make the required filing with the Michigan Department of Treasury, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

Client Liaison and Firm Liaison: The Firm understands that Mike Roman, Treasurer, will be the primary contact for the Client in furtherance of this engagement and Eric McGlothlin will be the Firm attorney responsible for this engagement. The Firm will communicate with the Client through Mike Roman and will keep the Client informed of the status and progress of the engagement. The Firm will also seek the Client's input and approval on any significant decisions or actions that may affect the engagement.

Conflicts Issues: The Firm represents large numbers of governmental entities, business entities and financial institutions, including potential underwriters and purchasers of the Bonds, as well as individuals. It is possible that, during the time the Firm is representing the Client, some of the Firm's current or future clients will have disputes or transactions with the Client. The Client agrees that the Firm may continue to represent or undertake in the future to represent existing or new clients in any matter, including litigation, even if the interests of such other clients in such other matters are directly adverse to the Client's, so long as those matters are not substantially related to the Firm's work for the Client and the Firm's representation of the other clients would not involve the Firm's use of any confidential information the Client has provided the Firm and would otherwise be permitted by the applicable Rules of Professional Conduct.

Prior Work Conflicts Issues: The Client has asked our firm to represent it in connection with issuance of the Bonds. Under Michigan's rules of professional conduct, we are required to advise a client if a representation involves a conflict of interest between our firm and the client, so that the client can decide whether to proceed with the representation. This letter explains our firm's potential conflict in handling this matter and seeks the Client's informed consent to the conflict.

Under Rule 1.7 of Michigan's rules of professional conduct, a lawyer shall not represent a client if there is a significant risk that the representation will be materially limited by a personal interest of the lawyer unless the client gives informed consent, confirmed in writing. The proposed representation creates a potential conflict under Rule 1.7 because it potentially involves prior work of our law firm, namely our work as bond counsel to the Client in connection with the 2024B Bonds.

December 23, 2024
Page 5

The most likely alternative to the Client's consent to our representation of it in the proposed matter is that it will need to identify and engage other lawyers to handle the matter.

Although the firm's service as bond counsel for the Bonds creates a potential conflict, as described above, we do not believe that our commitment, dedication, and ability to effectively represent the Client's interests will be adversely affected by our own interests, and we believe that we will be able to provide the Client with competent and diligent representation. Nevertheless, in deciding whether to consent to the conflict, the Client should consider carefully how our prior work for it and our desire to protect our firm's interests may affect it.

Although there is no requirement that it do so, because this is an important decision, the Client may want to consult independent counsel before deciding whether to consent.

Please review this matter carefully. If the Client has any questions that it would like me to answer prior to reaching a decision on this issue, please let me know. After appropriate review, if the Client is willing to consent to our continued representation of it in this matter, please sign the enclosed copy of this letter in the space provided and return it to me.

Choice of Law/Forum Selection: This Agreement will be interpreted, construed and governed by and under the laws of the State of Michigan and any action arising hereunder or with respect to this Firm's legal representation of the Client shall be brought only in a court of competent jurisdiction in the County of Oakland, State of Michigan.

Right to Withdraw from Representation: The Firm may terminate this representation if the Client does not pay the invoices promptly or breaches any other obligations to the Firm.

[Remainder of page intentionally left blank]

December 23, 2024
Page 6

Standard Terms of Engagement: The attached Standard Terms of Engagement of the Firm for the representation of the Client in these matters are incorporated into this Agreement. The Client agrees to abide by the terms and conditions set forth therein.

Sincerely,

Eric McGlothlin

I have read the foregoing engagement agreement, and my signature indicates that the Charter Township of White Lake agrees to all of its terms and fully understand its provisions, including the risks described above with respect to conflicts and prior work conflicts issues, and consents to the representation set forth above. The terms of the engagement of the firm as stated above are accepted and approved by:

CHARTER TOWNSHIP OF WHITE LAKE

Signature

Name

1-3-2025

Date

- Mike Roman

December 23, 2024
Page 7

DICKINSON WRIGHT PLLC

MICHIGAN IOLTA – TRUST/RETAINER INSTRUCTIONS

Payment via Wire Transfer (available for immediate use):

Beneficiary Name: Dickinson Wright PLLC – Client Trust Account
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034
Swift Code (International): CHASUS33
ABA (Domestic): 021000021
Account No: 717243
Reference: Please include Client/Matter number

Payment via ACH*:

Beneficiary Name: Dickinson Wright PLLC – Client Trust Account
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034
ABA (Domestic): 072000326
Account No: 717243
Reference: Please include Client/Matter number

*funds received via ACH are subject to a five (5) business day hold, not including the date of deposit; NOT available for immediate use

Payment via Credit Card: e-mail remittance.notice@dickinson-wright.com to request

Invoice Payment Instructions; NOT to be used for Trust/Retainer transactions

Payment via Wire Transfer:

Beneficiary Name: Dickinson Wright PLLC
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034
Swift Code (International): CHASUS33
ABA (Domestic): 021000021
Account No: 38852
Reference: Please include invoice number(s)

Payment via ACH:

Beneficiary Name: Dickinson Wright PLLC
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034
ABA (Domestic): 072000326
Account No: 38852
Reference: Please include invoice number(s)

Notes:

- To verbally confirm instructions please contact Cash Applications at (248)433-7200
- Remittance advice information may be sent to: remittance.notice@dickinson-wright.com
- Please see instructions on the invoice for other accepted forms of payment

**Dickinson Wright PLLC
Standard Terms of Engagement**

Dickinson Wright PLLC ("the Firm") is pleased to be retained by the Client to provide legal services. Below are the standard terms of engagement in relation to any matter on which the Client retains the Firm, unless otherwise set forth in the Client's engagement letter and subject always to applicable rules of professional conduct

1. Entire Agreement: The engagement letter and these Standard Terms of Engagement constitute the entire understanding and agreement between the client identified in the engagement letter ("the Client") and the Firm regarding the Firm's representation of the Client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to the Firm. If any provision of the engagement letter or these Standard Terms of Engagement are held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The Client should review this document carefully and contact the Firm promptly with any questions. The Client should retain this document in its file.

2. The Client: The Firm will provide representation for only the person(s) or entity identified in the engagement letter. In matters related to corporations, partnerships, and other entities, unless otherwise agreed in writing, the Firm's representation does not extend to officers, directors, employees, shareholders, partners, members, or other individuals. Additionally, unless otherwise agreed in writing, the Firm's representation of an entity does not extend to its affiliates (such as parent, sister, or subsidiary corporations).

3. The Scope of our Services: The engagement letter sets forth the specific matter for which representation will be provided and the scope of the Firm's services. The services the Firm will provide to the Client may be varied by agreement during the course of the matter. The Firm's services will not include advice on tax-related issues unless and to the extent specifically requested by the Client and included in the scope of the Firm's representation.

At times, the Firm may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by the Firm's knowledge of the facts at the time the opinion is rendered, the present state of the law, and, at times, factors that are unknown or beyond the Firm's control. Although the Firm will use its best professional judgment, it cannot guarantee the outcome of any matter.

4. Primary Attorney: The primary attorney(s) responsible for the Client's relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals, or non-legal professionals possessing special knowledge or experience to improve efficiency.

The Firm's invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

December 23, 2024
Page 9

DICKINSON WRIGHT PLLC

5. Basis of Our Charges: Unless other arrangements are made, the Firm's billing for legal services will be on a per-hour basis. The Firm's standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on the Client's matter(s) are available upon request. The Firm's hourly rates are subject to periodic reviews and adjustments, and the Firm reserves the right to revise its hourly rates in accordance with such general Firm reviews.

The Firm is often asked to provide estimates regarding the cost of its representation on a given matter. The Firm is pleased to provide such estimates when, in its professional judgment, they can be made. Unless the Firm agrees in writing to perform a specific project for a fixed fee, an estimate will not represent a maximum, minimum, or agreed charge.

6. File Closure: Upon the completion of the services described in the engagement letter, the Firm's representation will be considered concluded. At that time, the Firm will close the file and retain it in accordance with the Firm's retention policy.

7. Records Retention: The Firm acknowledges the importance of client confidentiality, the protection of personal data, and the need to retain data for legal, accounting, and operational purposes (including but not limited to personal information, case files, correspondence, and any other data provided to the Firm in the course of providing legal services). The Firm shall retain client data for a period not exceeding the duration necessary to serve the purposes for which the data was collected and processed, including the fulfillment of any legal, regulatory, or ethical obligations, as well as in alignment with the Firm's retention policies. Data shall be maintained in a secure environment with appropriate safeguards against unauthorized access, alteration, or destruction and in compliance with applicable data protection laws. Upon the expiration of the retention period the Firm shall securely destroy the data in a manner that is consistent with best practices for the protection of confidential information and the environment. Client consents to the destruction of the file upon the expiration of the retention period.

8. Retainers: Unless otherwise set forth in the engagement letter, it is understood that the Firm may withdraw amounts from the retainer at any time as may be necessary to satisfy outstanding invoices. If at any time the retainer proves insufficient to cover past due invoices or falls below the agreed amount, the Firm may require that it be replenished.

9. Conflicts of Interest: Conflicts of interest are a concern for the Firm and the clients it represents. The Firm attempts to identify actual and potential conflicts at the outset of any engagement and may request that the Client sign a conflict waiver before the Firm accepts an engagement from the Client. Occasionally, other clients or prospective clients may ask the Firm to seek a conflict waiver from the Client so that the Firm can accept an engagement on their behalf. Please do not take such a request to mean that the Firm will represent the Client less zealously; rather, it indicates that the Firm takes its professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, the Firm will do its best to address and resolve the situation in a manner that is consistent with its professional responsibilities.

The Firm will not represent any other client on any matter on which the Firm is representing the Client unless the Firm has the Client's express agreement that it may do so and where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

Client agrees that the Firm may also act generally for another client which, for the Client, is a market competitor.

10. Liability Insurance Coverage: It is the Client's responsibility to ascertain whether the Client is covered by any relevant insurance in respect of either liability or legal expenses. If so, the Client is responsible to notify the Client's insurer(s) of the claim or potential claim and the Firm's involvement as soon as possible. It is also the Client's responsibility to inform the Firm if the Client believes that the Client has insurance coverage for the specific matter for which the Firm has been retained.

11. Termination of Representation: The Client may terminate the Firm's representation at any time, with or without reason. The Firm has a right to discontinue providing services under certain circumstances, such as the Client's failure to fulfill financial obligations to the Firm. The Client's termination of the Firm's representation in no way relieves the Client of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of the Firm's file materials.

Upon termination of the Firm's representation for any reason, the Firm will return the Client's papers, documents, and other property to the Client upon receipt of the Client's request for them. The Firm may, and likely will, retain a copy of the materials returned to the Client. If the Client has outstanding invoices owing to the Firm, the Firm may have the right to retain the Client's documents if they are properly subject to a lien.

At such time as the Firm has completed the scope of work for which the Firm has been retained, the Firm will consider its representation to have ended. If the Client later retains the Firm to perform further or additional work, the Firm's future representation will be subject to the terms and understanding set forth herein, unless other terms and conditions are expressly agreed to.

Furthermore, upon termination of the Firm's representation, any and all outstanding legal fees and costs incurred by the Firm for its legal services rendered to the Client in connection with the engagement will become immediately due and owing. In the event the Client fails to immediately pay any outstanding legal fees and costs owed to the Firm, the Firm reserves all rights and remedies available to it for collection of any and all amounts of money owed to it for said legal services. The Client also agrees to pay all charges, costs, expenses, and reasonable attorney's fees incurred by the Firm in enforcing and recovering any and all legal fees and costs incurred pursuant to the engagement letter.

12. E-mail and Cellular Phone Authorization: The Firm is able to communicate with clients via electronic mail over the internet ("e-mail"), and many of the Firm's attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential, and proprietary materials of the Client may be intercepted by unauthorized third parties. Please be advised that in connection with the use of e-mail and cellular phones:

1. There is the risk of the loss of the attorney/client privilege and that sensitive, confidential, or proprietary material may be inadvertently disclosed to unauthorized third parties.
2. The Firm's standard for e-mail encryption is Transport Layer Security (TLS) protocol.

3. The Client has the right to specifically direct Dickinson Wright PLLC not to send sensitive, confidential, or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless the Client specifically provides direction to the contrary, the Client's acceptance of the Firm's engagement letter will indicate the Client's review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Dickinson Wright PLLC to utilize e-mail, to send information over the internet to communicate with the Client and with third parties, and to utilize cellular phones. By engaging the Firm, the Client agrees to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. The Client retains the right to direct Dickinson Wright PLLC not to send specific items of information via the internet, by e-mail, or over a cellular phone. This authorization shall remain in effect until revoked in writing.

13. Post-Engagement Matters: The Client is engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages the Firm after the completion of the matter to provide additional legal advice on issues arising from the matter, the Firm has no continuing obligation to advise the company on such issues or on future legal developments, including monitoring renewal or notice dates or similar deadlines that may arise with respect to the matter.

14. Privacy: The Firm recognizes the importance of data privacy and is committed to protecting the confidentiality, integrity, and availability of all personal and business information in compliance with all applicable data protection laws and regulations. The Firm will only collect personal and business information that is necessary for the fulfillment of its duties and within the scope of its services. The information collected shall be used exclusively for the purposes for which it was provided and other compatible purposes unless the Client provides explicit consent to the contrary or where it is required or permitted by law. For inquiries, or to remove personal data from the firm's systems upon completion of the engagement, please contact the firm directly.

15. Corporate Transparency Act (CTA) Disclaimer: Under the Corporate Transparency Act ("CTA"), certain entities organized in the U.S. (including entities that are disregarded for federal income tax purposes) and foreign entities doing business in the U.S. are required to report information to the Financial Crimes Enforcement Network (FinCEN) as to their beneficial ownership. The report must provide information regarding the entity, each beneficial owner, and (in some cases) each company applicant. Entities subject to beneficial ownership information (BOI) reporting include corporations, limited liability companies, and any other entity created by filing a document with the secretary of state or similar office under state, Tribal, or foreign law. Certain states may have their own reporting obligations. The Firm is not assuming any responsibility in this engagement regarding CTA or equivalent state-level compliance by the Client or any affiliated entity. This would change only if the Client requests the Firm's assistance with CTA or state-level compliance, and the Firm agrees in writing to accept the increased scope of work. In particular, the Client should not send the Firm any confidential BOI related to CTA compliance until the Firm has agreed to accept that additional task.

These Standard Terms of Engagement will apply to the services the Firm provides to the Client, unless the Firm agrees otherwise in writing. By instructing the Firm to act for the Client,

December 23, 2024
Page 12

DICKINSON WRIGHT PLLC

the Client accepts these terms and authorizes the Firm to perform the services as outlined in our engagement letter.

If the Client has any questions or concerns about any aspect of the Firm's engagement, they should contact the attorney responsible for their matters.
4918-6290-8936 v1 [99998-2686]

S&P Global Ratings

Dawn Lemma
dawn.lemma-ende@spglobal.com
Tel: + 1 (212) 438 5764
55 Water Street
New York, NY 10041-0003
Team Email: USPFEengagementLtrs@spglobal.com
Issue No.: 1835864
Obligor ID : 25867

January 2, 2025

White Lake Charter Township
7525 Highland Rd.
White Lake, MI 48383
Attention: Mike Roman, Treasurer

Re: *US\$29,000,000 Charter Township of White Lake, Michigan, Limited Tax General Obligation Bonds, Series 2025, dated: Date of delivery, due: March 01, 2054, Public*

Dear Mike Roman

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of **\$26,860** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private rating under this Agreement, S&P Global Ratings will make such rating and related report available through a password-protected website or third-party private document exchange (or, if the password-protected website or third-party private document exchange is unavailable, by email) to a limited number of third parties you identify, and you agree not to disclose such rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as a "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third parties authorized to access the private rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private rating subject to certain terms and conditions, and disclose to market participants, including by publishing on its public website, the fact that the rated entity or obligations (as applicable) has been assigned a private rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information

includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7 (a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Dawn Lemma at dawn.lemma-ende@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

By : 

Name: Kate Boatright

Title: Commercial Head of Public & Sovereign Finance - North America

dl

cc:

Jesse Nelson, Partner
Baker Tilly US, LLP

1. **This Appendix:** This Data Protection Appendix ("Appendix") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "Agreement") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**", "**process**", "**special categories of personal data**" and "**joint controller**" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"**Analytical Data**" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"**Applicable Data Protection Law**" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"**Client Data**" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"**Data**" means Analytical Data and Client Data;

"**Destination Jurisdiction**" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"**Origin Jurisdiction**" means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"**Permitted Purpose**" means processing in accordance with Applicable Data Protection Law:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "**Services**") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"**Restricted Transfer**" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"**Standard Contractual Clauses**" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/assets/documents/ratings/ratings_scc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "**Data Exporter**" and S&P Global Ratings is the "**Data Importer**", and modified, if appropriate, by the UK Addendum; and

"**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act 2018, effective March 21, 2022, completed in the form available at https://www.spglobal.com/assets/documents/ratings/uk_addendum_for_client_agreements.pdf.

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Client Data to S&P Global Ratings for the Permitted Purpose,

including obtaining data subject consent where required by Applicable Data Protection Law.

4. Relationship of the parties: Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. Notifications: Where required by applicable law, each party (“**Notifier**”) will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier’s processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. Use and Restrictions on Use: Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. Security: The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. International Transfer of Data:

8.1 This Clause 8 and the Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.3 To the extent that you are subject to Applicable Data Protection Law, the Standard Contractual Clauses shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.4 To the extent that the Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law permits, and in particular references within the Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

9. Survival: This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

**CHARTER TOWNSHIP OF WHITE LAKE
(Oakland County, Michigan)**

RESOLUTION NO. 25-001

**RESOLUTION TO AUTHORIZE ISSUANCE OF
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2025**

Resolution of a special meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held in the Township Hall, 7527 Highland Road, White Lake, Michigan 48383, on January 13, 2025, at 5:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), the Charter Township of White Lake (the “Township”) has the authority to issue bonds to pay the costs of any capital improvement items; and

WHEREAS, the Township desires to design, acquire, construct, furnish, and equip certain capital improvements, including without limitation, a new public safety building for use by the police and fire departments, a new township hall, and improvements to the site or sites thereof on property owned by the Township, together with all related work, furnishings, equipment, appurtenances, and facilities necessary or incidental thereto (the “Improvements”); and

WHEREAS, the Improvements will enable the Township to provide more efficient and better quality public services to Township residents; and

WHEREAS, to finance a portion of the cost of making the Improvements, the Township Board deems it necessary to borrow funds and to issue its Limited Tax General Obligation Bonds, Series 2025 therefor pursuant to the provisions of Act 34.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. NECESSITY. It is necessary for the public health, safety, and welfare of the Township to make the Improvements and issue bonds of the Township, pursuant to Act 34, to finance the Improvements.

2. ESTIMATED COST - PERIOD OF USEFULNESS. The cost of the Improvements, a portion of which is to be financed, including without limitation the payment of engineer's fees, legal, and financial expenses and other expenses incident to the financing of a portion of the Improvements, which is currently estimated not to exceed \$47,260,646 is hereby approved and confirmed, and the estimated period of usefulness of the Improvements is determined to be in excess of 30 years.

3. ISSUANCE OF BONDS. To defray a portion of the cost of the Improvements, including legal, engineering, financial, and other expenses, the Township shall issue its bonds known as "LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2025" (the "Bonds") in the aggregate principal sum of not to exceed \$29,000,000 as finally determined by the Authorized Officer (defined below) at the time of sale. The balance of the cost of acquiring the Improvements shall be paid by funds appropriated by the Township.

4. BOND TERMS. The Bonds shall be issued in fully registered form as to both principal and interest, in the denomination of \$5,000 each, or any whole multiple thereof or such other denominations determined by the Authorized Officer. The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date approved by the Authorized Officer, and shall be payable serially or as term bonds on such dates, in such years and in such amounts as determined by the Authorized Officer at the time of sale. The Bonds shall bear interest as determined by the Authorized Officer, payable as determined by the Authorized Officer. The Authorized Officer may alter or determine the bond terms within the parameters of this resolution as hereafter provided.

5. PAYMENT OF PRINCIPAL AND INTEREST. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of principal on the Bonds shall be made at the principal office of the Paying Agent (defined below), upon surrender of the Bonds. Payment of interest on the Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially the determination date shall be the date as of the fifteenth (15th) day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the Township to conform to market practice.

6. PLEDGE OF FULL FAITH AND CREDIT, GENERAL OBLIGATION. The Township hereby pledges its limited tax, full faith and credit, general obligation for the prompt payment of the principal of and interest on the Bonds as and when due. Each year, the Township shall be obligated, as a first budget obligation, to advance money from its general funds to pay the principal of and interest on the Bonds as they become due. In the event there are insufficient moneys for the payment of principal of and interest on the Bonds, the Township shall levy a tax on all taxable property in the Township for the prompt payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable constitutional, statutory, and charter limitations on the taxing power of the Township.

7. PRIOR REDEMPTION.

(a) Mandatory Redemption. Principal designated as a term bond maturity shall be subject to mandatory redemption, in part, by lot, at par plus accrued interest, on the redemption dates and in the amounts determined by the Authorized Officer. When term bonds are purchased by the Township and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Bonds so redeemed in the order determined by the Township.

(b) Optional Redemption. The Bonds shall be subject to optional redemption prior to maturity as determined by the Authorized Officer at the time of sale.

(c) Notice of Redemption. Notice of redemption of Bonds shall be given by mail to the Registered Owners of the Bonds to be redeemed not less than thirty (30) days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the Township maintained by the Paying Agent. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of the Depository Trust Company, New York, New York (“DTC”), and only Cede & Co. will be deemed to be a holder of the Bonds.

8. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a paying agent, transfer agent and bond registrar (the “Paying Agent”) and is authorized to remove the Paying Agent and appoint a successor Paying Agent. The initial Paying Agent shall be appointed by the Authorized Officer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) Book-Entry-Only. At the option of the original purchaser of the Bonds, the Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for DTC. If this option is selected, DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. While the Bonds are held in book-entry-only form, then the Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only. The Authorized Officer is authorized to sign a Blanket Issuer Letter of Representations or any other related document on behalf of the Township in such form approved by the Authorized Officer.

(c) Discontinuance of Book-Entry-Only. In the event the book-entry-only system is not chosen or is discontinued, the following provisions would apply to the Bonds. Registration of the Bonds shall be recorded in the registration books of the Township kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or his legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in denominations of \$5,000 or any integral

multiple thereof, in the same outstanding aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the Township and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the Township's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent, acting as bond registrar, shall have no responsibility with respect to such transfers.

9. BOND FORM. The Bonds shall be substantially in the form attached hereto as Exhibit A, and incorporated herein, with such completions and changes as are recommended by the Township's Bond Counsel and approved by the officers of the Township signing the Bonds, whose signature thereon shall be conclusive evidence of such approval.

10. EXECUTION OF BONDS. The Supervisor and the Clerk of the Township are hereby authorized and directed to sign the Bonds, either manually or by facsimile signature, on behalf of the Township. Upon execution, the Bonds shall be delivered to the purchaser thereof upon receipt of the purchase price in accordance with the accepted bid therefor.

11. BONDS MUTILATED, LOST, OR DESTROYED. If any Bond shall become mutilated, the Township, at the expense of the holder of the Bond, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Resolution shall be lost, destroyed or stolen, evidence of the loss, destruction, or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the Township and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the Township, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed, or stolen. If any such Bond shall have

matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

12. BOND PAYMENT FUND. For payment of principal of and interest on the Bonds, there shall be established and maintained a debt service fund for the Bonds (the “Bond Payment Fund”). The accrued interest, if any, and capitalized interest, if any, received at the time of delivery of the Bonds and such amount of any premium determined by the Authorized Officer shall be placed into the Bond Payment Fund. The Township shall budget annually a sufficient amount to pay the annual principal of and interest on the Bonds and deposit such amount in the Bond Payment Fund as needed to make payments of principal and interest as they become due. Moneys in the Bond Payment Fund shall be expended solely for payment of principal and interest on the Bonds that first come due. Any monies remaining in the Bond Payment Fund after the annual payments of principal of and interest on the Bonds shall be transferred to the General Fund and shall no longer be pledged hereunder.

13. CONSTRUCTION FUND. Prior to delivery and sale of the Bonds, there shall be established a construction fund (the “Construction Fund”). After deducting the sums that are required to be deposited in the Bond Payment Fund, the balance of the proceeds of the Bonds shall be deposited into the Construction Fund. The moneys on deposit in the Construction Fund from time to time shall be used solely for the purpose for which the Bonds were issued. Any unexpended balance shall be used for such purposes as allowed by law. Any monies remaining in the Construction Fund after payment of all such costs shall be transferred to the Bond Payment Fund. After completion of the Improvements and disposition of any remaining Bond proceeds, pursuant to the provisions of this Section, the Construction Fund shall be closed.

14. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the Township as allowed by law subject to the limitations imposed by arbitrage regulations and Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”).

15. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Resolution may be kept in one or more accounts at financial institutions designated by resolution of the Township, and if kept in one account, the monies shall

be allocated on the books and records of the Township in the manner and at the times provided in this Resolution.

16. ADDITIONAL BONDS. In accordance with the provisions of Act 34, the Township reserves the right to issue additional bonds, which shall be of equal standing and priority with the Bonds.

17. SALE OF BONDS. The Authorized Officer is authorized to sell the Bonds pursuant to a negotiated sale in accordance with Act 34. It is hereby determined that such negotiated sale is in the best interests of the Township and is calculated to be the most cost effective and efficient method to sell the Bonds and provides the Township with maximum flexibility in pricing the Bonds. The Authorized Officer is authorized to negotiate a bond purchase agreement, a placement agreement, or other purchase agreement or term sheet (the "Purchase Agreement") with an underwriter or other purchaser (a "Purchaser") to be selected by the Authorized Officer at or prior to the time of the sale of the Bonds. The Authorized Officer may determine that an underwriter may act on behalf of itself and any other underwriters as determined by the Authorized Officer. The Purchase Agreement shall set forth the principal amount of the Bonds, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Purchaser and compensation or expenses to be paid to the Purchaser, as well as such other terms and provisions as the Authorized Officer determines to be necessary or appropriate in connection with the sale of the Bonds.

Notwithstanding the foregoing, if the Authorized Officer determines that a competitive sale would be in the best interests of the Township, the Bonds shall be sold pursuant to a competitive sale. In such case, the Authorized Officer shall set the date and time for sale of the Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale and the Authorized Officer shall cause notice of the sale of the Bonds to be published in *The Bond Buyer*, which notice shall be in the form approved by the Authorized Officer. Following the receipt of such bids, the Authorized Officer is authorized to award the Bonds to the successful bidder therefor or reject all bids and negotiate the sale of the Bonds with a selected Purchaser.

18. AUTHORIZED OFFICER. Notwithstanding any other provision of this Resolution, the Supervisor, the Treasurer, and the Clerk of the Township, or any one of them acting alone or any number of them acting together (the "Authorized Officer") are authorized

within the limitations set forth below to determine the title of the Bonds, the interest rate or rates, maximum interest rate, amount of discount or premium, amount of maturities, principal amount, amount of good faith deposit, if any, denominations, dates of issuance, dates of maturities, interest payment dates, optional and mandatory redemption rights, and term bond options. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

- (a) The par amount of the Bonds shall not exceed \$29,000,000.
- (b) The Bonds shall not be sold at a price that would make the true interest cost of the Bonds exceed 6.00%.
- (c) The final maturity date of the Bonds shall not be later than March 1, 2054.
- (d) The Bonds shall not be sold at a price that is less than 98.5% of the par value of the Bonds.

The Authorized Officer is hereby authorized for and on behalf of the Township, without further Township Board approval, to: (a) approve the circulation of a preliminary and a final Official Statement describing the Bonds; (b) negotiate the sale of the Bonds and enter into a Purchase Agreement or otherwise award the bid for the sale of the Bonds; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Bonds; (e) make any elections or designations relating to the Bonds pursuant to the Code; and (f) do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Bonds.

Approval by the Township of the matters delegated in this section or any other sections may be evidenced by execution or approval of an order or of such documents by the Authorized Officer. The Authorized Officer is authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications including applications to the Michigan Department of Treasury (including an Application for State Treasurer’s Approval to Issue Long-Term Securities, applications for waivers, and the submission of any supporting or related documents), any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations, and to pay any fees required by the State of Michigan. The Authorized Officer shall have the power to approve such policies as deemed necessary to comply with federal securities and tax laws, which shall be binding on the Township.

19. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the bonds, shall be deposited in trust, this Resolution shall be defeased and the owners of the bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

20. TAX COVENANT. The Township covenants to comply with all requirements of the Code necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the Township are authorized to do all things necessary (including the making of such covenants of the Township as shall be appropriate) to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

21. MUNICIPAL BOND INSURANCE. The Authorized Officer is hereby authorized to acquire municipal bond insurance to enhance the marketability of the Bonds. If the Township or the purchaser of the Bonds, acquires municipal bond insurance from a municipal bond insurer (the “Insurer”), the Authorized Officer is hereby authorized to take all actions, including the payment of membership fees of a mutual insurance company, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants, or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the Insurer may require with respect to the insurance and the Insurer, which shall be binding on the Township in the same manner as if contained herein.

22. CONTINUING DISCLOSURE. The Township agrees to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (a) on or prior to the date determined by the Authorized Officer, commencing with the first fiscal year ending after the issuance of the Bonds, certain annual financial information and operating data, including audited financial statements for the

preceding fiscal year (or if audited financial statements are not available, unaudited financial statements), generally consistent with certain information that was contained or cross-referenced in the Official Statement relating to the Bonds, (b) timely notice of the occurrence of certain material events with respect to the Bonds, and (c) timely notice of a failure by the Township to provide the required annual financial information on or before the date specified in (a) above.

23. OFFICIAL STATEMENT. The Preliminary Official Statement relating to the Bonds is hereby authorized and approved with such changes, completions, and revisions as the Authorized Officer shall approve. The Authorized Officer is hereby authorized and directed to approve, execute, and deliver the Official Statement on behalf of the Township with such changes or modifications as they deem necessary in order to assure that the statements therein are true, and that it does not contain any untrue statement or material fact and does not omit a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading.

24. BOND COUNSEL. The firm of Dickinson Wright PLLC is hereby approved as bond counsel to the Township for the issuance of the Bonds and the Authorized Officer is authorized to sign an engagement letter with bond counsel with such fee as is provided therein. The Township acknowledges that Dickinson Wright PLLC represents a number of financial institutions in public finance matters, including financial institutions that may potentially purchase the Bonds, and consents to Dickinson Wright PLLC's representation of the Township as bond counsel and, and waives any conflict of interest arising from such representation of a financial institution or underwriter that may purchase the Bonds in other matters not involving the Township.

25. MUNICIPAL ADVISOR. Baker Tilly Municipal Advisors, LLC is appointed as registered municipal advisor for the issuance of the Bonds.

26. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

27. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

28. SEVERABILITY. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

29. REPEAL OF RESOLUTIONS; CONFLICT. Resolution #22-007 adopted by the Township Board on February 15, 2022, and Resolution #24-055 adopted by the Township Board on October 1, 2024, are hereby repealed. Except as may be provided above, all other resolutions or parts thereof, insofar as the same may be in conflict with this resolution, are hereby repealed; provided that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

30. EFFECTIVE DATE OF RESOLUTION. This Resolution is determined by the Township Board to be immediately necessary for the preservation of the peace, health, and safety of the Township and shall be in full force and effect from and after its passage.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Anthony L. Noble, Clerk
Charter Township of White Lake

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Charter Township of White Lake, Oakland County, Michigan, at a special meeting held on January 13, 2025, the original of which is on file in my office. The public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Dated: January 13, 2025

Anthony L. Noble, Clerk

EXHIBIT A

No. ____

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND**

**CHARTER TOWNSHIP OF WHITE LAKE
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2025**

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
[Insert Rate]	[Insert Date]	[Insert Issue Date]	[Insert CUSIP]

Registered Owner: Cede & Co.

Principal Amount: [Insert Amount]

The Charter Township of White Lake, Oakland County, Michigan (the “Township”), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, payable on the first day of [Insert Dates] of each year beginning [Insert Date], except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is one of a total authorized issue of bonds of even date and like tenor except as to date of maturity, amount and rate of interest, numbered in order of registration, aggregating the principal sum of \$[Insert Amount] issued in accordance with the provisions of Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”) and a resolution adopted by the Township Board on January 13, 2025, for the purpose of paying the cost of designing, acquiring, constructing, furnishing, and equipping certain capital improvements, including without limitation, a new public safety building for use by the police and fire departments and a new township hall, together with all related work, site improvements, furnishings, equipment, appurtenances, and facilities necessary or incidental thereto.

The Township has pledged the limited tax, full faith, credit and resources of the Township for the prompt payment of the principal of and interest on the Bonds, in which event the Township may levy a tax on all taxable property in the Township for the payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable constitutional,

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at his sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the Township including this Bond, does not exceed any applicable constitutional, statutory, or charter limitation.

IN WITNESS WHEREOF, the Charter Township of White Lake, Oakland County, Michigan, by its Township Board, has caused this Bond to be signed, by the manual or facsimile signatures of its Supervisor and its Clerk, all as of the Date of Original Issue set forth above.

Rik Kowall, Supervisor

Anthony Noble, Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Charter Township of White Lake \$[Insert Amount] LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2025 and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the Township.

THE HUNTINGTON NATIONAL BANK

Authentication Date: _____

As Paying Agent/Bond Registrar/Transfer Agent

WRONGFUL USE OF CERTIFICATE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Township or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.

In the presence of: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____