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March 2, 2009

Members of the Board of Trustees
Wylie Independent School District
6249 Buffalo Gap Road
Abilene, Texas 79606-5448

Re: Proposed Wylie Independent School District Unlimited Tax Refunding Bonds,
Series 2009

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Wylie Independent School District (the "Issuer") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of refunding up to \$4,225,000 in aggregate principal amount of the Issuer's Unlimited Tax Refunding Bonds, Series 2001 (the "Refunded Bonds"). We also understand that the Bonds will be secured by a pledge of the Issuer's unlimited debt service tax. We further understand that the Bonds will be authorized to be sold by the Board of Trustees of the District (the "Board") by delegation in accordance with an order adopted on the date hereof (the "Order"), which shall appoint the Superintendent of Schools to act as a pricing officer (the "Pricing Officer") in the manner set forth in Section 1207.007, Texas Government Code, on behalf of the District. In accordance with such delegation, the Pricing Officer will be authorized to negotiate the sale of the Bonds to a purchaser or purchasers (collectively, the "Underwriter"). The Bonds will be sold only in accordance with the direction of the Board as set forth in Section 3 of the Order. The date that the Bonds are priced and the sale negotiated, as aforesaid, is herein referred to as the "Sale Date."

As Bond Counsel to the Issuer, we would like for the Board to understand how the issuance of the Bonds will be effected and the ramifications of the financing. I will briefly describe the procedures and certain applicable law that pertains to the issuance of the Bonds, below. However, you should feel free to call me at any time to discuss any questions that you or your staff may have.

- (1) The Bonds are being issued to obtain debt service savings for the Issuer. You should discuss the full impact of the debt service savings with First Southwest Company, your financial advisor.
- (2) The Bonds will be "ordered to be issued" when and if the Board approves the Order. The Order provides for certain terms of the Bonds, and delegates to the Pricing Officer other terms of the Bonds. Among the matters approved in the Order or delegated to the Pricing Officer are: (i) the terms of the Bonds, including the principal amortization schedule and interest rates and provision for certain of the Bonds to be issued as current interest bonds that

pay interest semiannually, and certain of the Bonds to be issued as "zero coupon bonds" that accrete interest from the delivery date, but pay interest only at maturity; (ii) the Issuer's commitment to levy its debt service tax each year in an amount sufficient to pay the debt service on the Bonds; (iii) the sale of the Bonds to the Underwriter; (iv) the approval of this engagement letter; (v) approval of a paying agent agreement to whom you will make semiannual payments sufficient to pay the debt service on the Bonds; (vi) instructions to the paying agent for the Refunded Bonds to give notice to the holders of the Refunded Bonds that they are being called for redemption; (vii) approval of an escrow agreement whereby the proceeds of the Bonds will be used to pay the debt service on the Refunded Bonds; and (viii) certain other covenants of the Issuer that are designed to allow the Issuer to issue the Bonds as tax-exempt obligations and that require the Issuer to provide certain information to the Texas Education Agency in order for the Bonds to be guaranteed by the Permanent School Fund of the State, and thereby rated "AAA." As you can see from the foregoing description, the Order is an omnibus undertaking of the Issuer that is intended to provide for all actions and undertakings that are required for the issuance of the Bonds. There will be other certificates and letters that will be required to be executed by officers of the Issuer on the Sale Date, but they all spring from, and are authorized by, the Order.

- (3) As noted above, the Bonds will be sold to the Underwriter in accordance with the provisions of the Order and, in addition, the Underwriter will want the Issuer (acting through the Pricing Officer) to sign a Bond Purchase Contract on the Sale Date that will set forth the terms of the sale of the Bonds. We have drafted this Contract, and you should know that while it is a fairly routine form of document for this type of transaction, it does commit the Issuer to sell the Bonds to the Underwriter at the price to be negotiated between the Issuer and the Underwriter. In addition, it contains representations of the Issuer to the Underwriter to the effect that the Issuer is authorized to issue the Bonds and that it has made full disclosure to the Underwriter and the bond investors of all material information. As a condition to the Underwriter's payment for the Bonds, the Underwriter will require this firm to deliver our Bond Counsel opinion to them, in which we will opine that the Bonds are valid obligations of the Issuer and that, assuming ongoing compliance by the Issuer with the provisions of the Order, the interest on the Bonds will be exempt from federal income taxation. The Bond Purchase Contract will also require the delivery of an opinion of the Texas Attorney General approving the Bonds, as is required by State law. We have reviewed the Issuer's representations and we believe that it is appropriate for the Issuer to make representations of the nature contained in the Purchase Contract. However, if there are any unusual financial or legal circumstances affecting the Issuer that would make the covenants, representations or statements made by the Issuer in the Bond Purchase Contract untrue, you should let the Underwriter, your financial advisor or the undersigned know about them as soon as possible.
- (4) The Underwriter of the Bonds will offer the Bonds into the public debt markets prior to the time that the Board meets to accept the Underwriter's offer for the Bonds. Through this process, the Bonds will be "priced," i.e., interest rates and premiums or discounts, if any, for the Bonds will be established. On the Sale Date, the Pricing Officer will then consider the terms offered to the Issuer by the Underwriter based upon the market conditions and other factors that determine interest rates and pricing information. Your Financial Advisor, working with the staff of the Issuer, has prepared an offering document called an "Official Statement" that contains financial and operating data concerning the Issuer, and information

that describes the Bonds. The Issuer is responsible for the information that is contained in the Official Statement to the extent that it describes the Bonds and the Issuer. Some information in the Official Statement has been prepared by others, including the Texas Education Agency and the Underwriter, and the Issuer is not responsible for that information. As your Bond Counsel, we have reviewed the Official Statement to ensure that the information describing the Bonds and the Order are correct. As a general rule, we as Bond Counsel do not review other areas of the Official Statement, but in this financing, the Underwriter has asked that we conduct some limited "due diligence" procedures on the document and we will do so, provided we have the District's permission. We believe that the Issuer and the Underwriter share responsibility for truthful disclosures when the Issuer offers securities; consequently, our due diligence procedures should be as beneficial to the Issuer as they are to the Underwriter. Please note, however, that the Official Statement is your document. While the Underwriter can discharge its responsibilities with respect to the document by conducting due diligence (or having counsel assist them in that respect), an issuer of securities does not have a "due diligence defense" should there be material misrepresentations or omissions in the document that relate to the information for which the issuer is responsible. Therefore, if you know of any information that an investor would consider to be material in order to make an investment decision, and that information is omitted from, or incorrect in, the Official Statement, the Underwriter needs to know, so that it can correct the Official Statement. In addition to delivering our Bond Counsel opinion, described above, at the closing of the bond issue, we will also deliver a supplemental letter, addressed to the District and the Underwriter, in which an opinion substantially in the following form will be included:

Because the primary purpose of our professional engagement as Bond Counsel was not to establish factual matters, and because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Official Statement, we are not passing on and do not assume any responsibility for, except as set forth in paragraph C, above, and in the fourth sentence of this paragraph, the accuracy, completeness or fairness of the statements contained in the Official Statement (including any appendices, schedules and exhibits thereto) and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. At the request of the Underwriter, we have reviewed the Official Statement and certain financial records of the District that are summarized in the Official Statement. In addition, in the course of our review of the Official Statement, we had discussions with representatives of the District regarding the contents of the Official Statement. In the course of such activities, no facts came to our attention which would lead us to believe that the Official Statement (except for the financial statements and other financial and statistical data contained therein, as to which no opinion is expressed), as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. (except for the information under the headings, "Book-Entry-Only System," "The Permanent School Fund Guarantee Program," the information in appendices A and B and the financial statements and other financial and statistical data contained therein, as to which no opinion is

expressed), as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

B. SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our 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 income tax purposes.
- (2) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Bonds approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review those sections of the official statement to be disseminated in connection with the sale of the Bonds which describe the Bonds, the Order pursuant to which they will be issued and the tax-exempt treatment of the interest on the Bonds for purposes of federal income taxation.
- (5) If requested, assist the Issuer in presenting information to bond rating organizations and the Texas Education Agency relating to legal issues affecting the issuance of the Bonds.
- (6) Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing"). The Issuer will be entitled to rely on our Bond Opinion.

The 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 and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (1) Except as described in paragraphs A.(4) and B.(4) and (6) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, or, in connection with the issuance of the Bonds, performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (3) Preparing state securities law memoranda or investment surveys with respect to the Bonds.
- (4) Drafting state constitutional or legislative amendments.
- (5) Pursuing test cases or other litigation.
- (6) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- (7) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (8) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- (9) Negotiating the terms of, or opining as to, any investment contract.
- (10) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

C. ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our 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. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

D. CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, including your Financial Advisor and the Underwriter, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

E. FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$5,000 for the first \$1,000,000 in proceeds of the Bonds, plus \$1 per \$1,000 of Bonds for all such amounts above \$1,000,000. The fee includes our service as Bond Counsel, but not as disclosure counsel (with respect to which we will bill the Underwriter \$4,000). Our fee for Bond Counsel services does not include client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee will be billed after the Closing. If the financing is not consummated, we understand and agree that we will not be paid, except that we would be entitled to reimbursement for the Attorney General filing fee (noted above), if we have advanced it on behalf of the Issuer. In accordance with the terms of the Order, the Issuer will provide the filing fee of the Texas Attorney General to Bond Counsel on a timely basis to permit the filing of the transcript of proceedings for the Bonds so that the Bonds may be approved by the Attorney General in time to meet the closing date set forth in the Official Statement.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization

of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

McCall, Parkhurst & Horton L.L.P.

By:

Dan S. Culver

Accepted and Approved

Wylie Independent School District

By: _____

Its: President, Board of Trustees

Date: March 2, 2009