



FINANCIAL ADVISORY AGREEMENT

In accordance with rule G-23 of the Municipal Securities Rulemaking Board ("MSRB"), a Financial Advisor must have an Agreement with Respect to the Financial Advisory Relationship (the "Agreement") with the issuer of municipal bonds (the "Issuer"). We submit the following Agreement for your review and acceptance.

1. **Duties:** We agree to provide all services related to the development and implementation of a debt management and financial management plan. These services include, but are not limited to, the structuring of a bond model, the formulation of a bond program, the analysis and completion of refunding programs, consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, tax rate setting strategies etc. The services include communicating and coordinating with other professionals involved in bond transactions and related services (e.g. bond counsel, rating agent, verification agent, arbitrage rebate provider, etc.). The advice and assistance includes serving as a fiduciary to the Issuer and representing the Issuer's interest in the sell and distribution of any debt obligations.
2. **Compensation:** Any fees due to us will be evidenced with a written addendum to this Agreement to be approved by the governing body as part of the financing process (e.g. adoption of the order calling an election, adoption of an order authorizing the issuance of bonds, etc.). All fees due to us will be associated with the closing of a debt instrument and paid from the proceeds of the financing, unless both parties agree to some other form of arrangement. Any compensation for services rendered will be based upon the amount and type of services performed and the size and complexity of the transaction and will be accompanied by a market analysis demonstrating the competitive nature of the amount.
3. **Assignment:** Due to the personal nature of financial advisory consulting services, this Agreement is being entered into with the Whitt/Grubbs group of SAMCO Capital Markets. The Issuer expects that all files will be held in duplicate by the group and the company. At the full discretion of the Issuer, this Agreement can be automatically assigned to and transferred with the Whitt/Grubbs group.
4. **Term:** This Agreement will commence on the date of acceptance and shall remain in effect until terminated or replaced with a subsequent agreement. This Agreement can be terminated at any time, with or without cause, with simple written notice.

Respectfully submitted,

Douglas A. Whitt
Senior Managing Director

Brian Grubbs
Managing Director

Acceptance,

Signature

Issuer & Title

Date