

FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between Fort Bend County, Texas ("Issuer") and TKG & Associates LLC ("TKG") effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of TKG to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, TKG is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and TKG, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I - DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, TKG agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to TKG the compensation as provided in Section V hereof. At the direction of issuer, TKG shall:

1. Financial Planning and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.
2. Recommendations for Debt Instruments. On the basis of the information developed by the analysis described above, and other information and experience available, advise the Issuer regarding the Debt Instruments under consideration.

3. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions.
4. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, TKG will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election.
5. Legal Documents. Assist the preparation of the legal documents related to the debt, notice of sale, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
6. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies.
7. Consultants. After consulting with and receiving directions from the Issuer, counsel with the Issuer in the selection of consultants and related party for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
8. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.
9. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
10. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
11. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
12. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

SECTION II - OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, TKG agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and TKG regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by TKG for such services:

1. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Issuer.
2. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer.

SECTION III - TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of one (1) year from such date. Unless TKG or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year period.

SECTION IV - TERMINATION

This Agreement may be terminated with or without cause by the Issuer or TKG upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due TKG for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V - COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to TKG for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and TKG, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which TKG is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

SECTION VI - MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and TKG, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the respective dates with each signature.

TKG & ASSOCIATES LLC

By: 
Charlotte Knight-Marshall
Principal/Member

FORT BEND COUNTY, TX

By: _____

APPENDIX A – Per Bond Fee

The fees due TKG will not exceed those contained in our customary fee schedule as listed below:

\$10.00 per \$1,000 for the first \$5,000,000 of bonds issued

plus \$5.00 per \$1,000 for the next \$5,000,000 of bond issued

plus \$2.50 per \$1,000 thereafter

Minimum Fee \$45,000

TKG would propose to cover transaction related work through debt transaction fees and would propose to cover any work not contemplated in the scope of services, as described in Section I, through mutually agreeable fixed fees or through hourly non-transaction fees. TKG is willing to cap the transactions fees at \$150,000 per debt issuance.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Issuer.

The payment of charges for financial advisory services described in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between TKG and Issuer.

The Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by TKG as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Credit enhancement
- Accountant fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter/Placement Agent and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that TKG has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by TKG.

Non-Transaction Fees for Specific Project

To the extent the Issuer has specific non-transaction projects and tasks not outlined in the scope of services, TKG would propose to negotiate a separate fixed fee or use the following hourly rates.

<u>TKG Title</u>	<u>Hourly Rate</u>
Principal/Sr. Consultant	\$350
Associate/Analyst	\$250

Any additional services are at the complete discretion of the Issuer. For non-transaction projects or tasks, TKG will provide services at an hourly rate with a not-to-exceed maximum or a fixed fee as determined by the Issuer. TKG is willing to cap these annual fees at \$75,000 or, additionally, to negotiate a fixed fee for any specific engagement outside of debt issuances.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-177849

Date Filed:
03/13/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TKG & ASSOCIATES LLC
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-FA-CO
2017 Certificates of Obligation – Mission Bend/Four Corners Projects

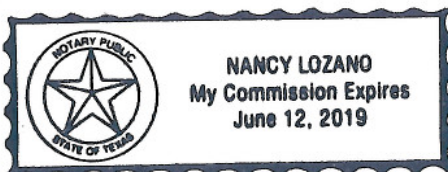
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

CKM

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Charlotte Knight Marshall, this the 13th day of March, 20 17, to certify which, witness my hand and seal of office.

Nancy Lozano
Signature of officer administering oath

Nancy Lozano
Printed name of officer administering oath

Admin Asst.
Title of officer administering oath