



George K. Baum & Company  
INVESTMENT BANKERS SINCE 1928

## FINANCIAL ADVISORY SERVICES AGREEMENT

Date: March 26, 2018

Commissioner's Court  
Wise County, Texas  
Decatur, Texas

County Judge and Commissioners:

1. We understand that Wise County (the "Issuer") will have under consideration from time to time the authorization and issuance of obligations evidencing indebtedness (all such obligations shall be referred to as "Obligations") and that in connection with the issuance of such Obligations you hereby agree to retain George K. Baum & Company ("GKB") to perform professional services as your Financial Advisor in accordance with the terms of this Financial Advisory Services Agreement ("Agreement") These services may include financial advisory services, or consultation on special projects as the Board may direct and desire. This Agreement shall apply to all Obligations that may be authorized and/or issued during the period in which this Agreement is effective.

2. As Financial Advisor, we agree to perform the following duties:

- A. We will conduct a review of the financial resources of the Issuer to determine the extent of the borrowing capacity of the Issuer. This review will include an analysis of:
  - 1. the existing debt structure in relation to sources of income projected by the Issuer which may be pledged to secure payment of the Obligations to be issued, and
  - 2. where appropriate, the trends (as estimated by representatives of the Issuer) of assessed valuation, taxing power, and future financing needs.

- B. On the basis of the information and estimates developed through our review and other information that we consider appropriate, we will submit recommendations with respect to a plan of finance for the issuance of Obligations that will include:
1. the date of issue,
  2. interest payment dates,
  3. a schedule of maturities,
  4. early redemption options,
  5. recommendation for a negotiated or competitive sale or a private placement, and
  6. other matters that we consider appropriate to increase the marketability of the Obligations.
- C. In order to assist you in selecting a date for the sale of the Obligations we will advise you of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates or bidding conditions.
- D. We understand that you have retained or expect to retain a firm of recognized bond attorneys, whose fees will be paid by the Issuer, who will prepare the proceedings, who will provide advice concerning the steps necessary to be taken to issue the Obligations, and who will issue an opinion approving the legality of the Obligations. We will maintain liaison with the bond attorneys and shall assist in all Investment Banking aspects involved in the preparation of appropriate legal proceeding and documents.
- E. If it is necessary to hold an election to authorize the Obligations, we will assist in coordinating the assembly and transmittal to the bond attorneys of information provided by or on behalf of the Issuer that is requested by the bond attorneys in connection with the preparation of the documents evidencing the legal proceedings that are necessary to conduct the election.
- F. In connection with the issuance of Obligations and the method of sale, we will supervise the preparation of the official notice of sale, the preliminary official statement and disclosure documents, the uniform bid form (containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale), or such other market documents which you may request or we deem appropriate. We will mail certain of these documents (a copy of which shall be submitted to the Issuer upon request) to a list of prospective bidders. We will also provide copies of these documents to the purchaser of the Obligations in accordance with the terms of the official notice of sale.
- G. We will make recommendations to the Issuer on the matter of credit rating(s) for the proposed issue of Obligations. Upon the request of the Issuer, we will

coordinate the preparation of information to be submitted to any rating agency. In those cases where it is appropriate to present personally information to any rating agency, we will arrange for such presentation.

- H. In connection with each sale, we will:
1. disseminate bidding and disclosure information to prospective bidders or underwriters,
  2. assist prospective bidders in submitting proper bids,
  3. coordinate the receipt of bids (and good faith checks where indicated),
  4. advise you as to the best bid,
  5. advise you concerning the acceptance or rejection of the best bid.
  6. if a bid is accepted, coordinate the delivery of and payment for the Obligations,
  7. assist in the verification of final closing figures, and
  8. upon request, recommend (based on information provided by representatives of the Issuer regarding the estimated timing of the application of the proceeds of the Obligations) a program of temporary investment of such proceeds.
- I. As your agent we will, if required:
1. arrange for the printing of the Obligations,
  2. submit the Obligations for execution and impression of a seal, and
  3. cause the Obligations to be delivered to the Attorney General of Texas for approval and the Comptroller of Public Accounts of Texas for registration. The Issuer shall maintain ownership of the Obligations until they are sold and delivered to the purchaser.
- J. After closing, we will deliver to the Issuer and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- K. While this Agreement is in effect, the Issuer agrees (upon our request) to provide or cause to be provided to us information relating to the Issuer, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by or on behalf of the Issuer to us under this Agreement, the Issuer agrees to use its best efforts to obtain certifications (in a form reasonably satisfactory to us) from appropriate representatives as to the accuracy of such information. The Issuer acknowledges that we shall be entitled to rely on the accuracy of all information provided by or on behalf of the Issuer. In the event that such information is inaccurate, the Issuer agrees that it shall assume full responsibility (from any funds that are lawfully available for such purpose) for all losses suffered by us as a result of the inaccuracy of such information.

3. All actions taken and all recommendations made by us in performing our duties under this Agreement will be based on our best professional judgment with the goal of obtaining the most favorable terms for the Issuer.

4. In consideration for the services rendered by us pursuant to the Agreement in connection with the authorization, issuance, and sale of Obligations, the Issuer agrees that our fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee and reimbursable expenses shall become due and payable simultaneously with the delivery of the Obligations to the purchaser except that our reimbursable expenses shall be payable monthly upon our submission of a written statement.

This Agreement is for "professional services" only, our fee shall include only the following costs:

- A standard office expenses, and
- B. travel expenses for GKB personnel only (excludes travel expenses for rating presentations, third party presentations, and presentations requested by the Issuer).

5. The Issuer agrees that we may submit a bid (either independently or as a member of a syndicate) for any issue of Obligation when offered at a competitive sale; when, and if, permitted by State and Federal laws and regulations.

7. It is acknowledged that the purchase and sale of securities, at the request of the Issuer, and for the ultimate use in defeasing outstanding Obligations of the Issuer may be required and is permitted under the terms of this Agreement.

8. If during the term of the Agreement, we are asked to serve as a consultant or advisor on projects for the Issuer, our fee for such services shall be negotiated prior to the commencement of each assignment. This fee may be hourly, flat fee, hourly with a ceiling, or any other arrangement that shall be mutually agreed upon.

9. Special Condition(s) - In addition to the terms and obligations herein contained, this Agreement is subject to the following special conditions.

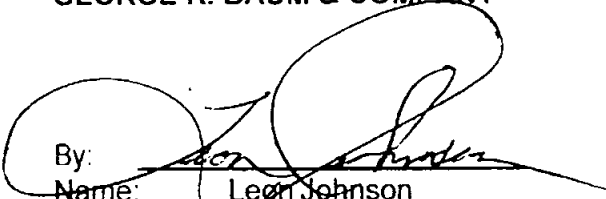
- A The Issuer hereby authorizes and instructs GKB to recommend bond counsel for Issuer to hire for each series of Obligations that may be issued.

10. This Agreement shall expire on March 26, 2021. However, the Agreement may be terminated by either party upon 60 days notice and the payment of any reimbursable expenses due GKB.

11. This Agreement is submitted in duplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and GKB for the purpose(s) and consideration herein specified. Issuer's acceptance will be indicated by the signatures of the Issuer's authorized representatives on both copies and the returning of one executed copy to us.

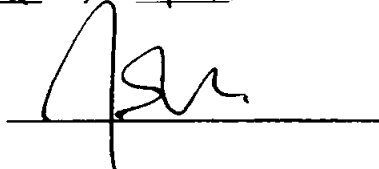
Respectfully submitted,

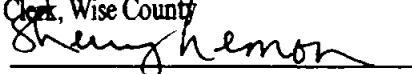
**GEORGE K. BAUM & COMPANY**

By:   
Name: Leigh Johnson  
Title: Senior Vice President

**ACCEPTANCE**

ACCEPTED pursuant to motion adopted by the governing body of the **WISE COUNTY** this 16 day of April, 2018.

By:   
Name:  
Title: County Judge

Sherry Lemon  
Ex-Officio Clerk of Commissioners Court  
County Clerk, Wise County  
By:   
Name:  
Title: County Clerk



**PROFESSIONAL SERVICES ONLY  
FEE SCHEDULE**

In consideration for the services rendered by George K. Baum & Company ("GKB"), the Issuer agrees that our fee for each issue of any Obligations sold at a competitive or negotiated sale will be as follows:

<u>Amount of Obligations Issued</u>		<u>Fee for Professional Services</u>
At Least	Not More Than	
\$0.00	\$1,000,000.00	\$20,000.00
1,000,000.00	5,000,000.00	20,000.00 + 3.75/ M for all over 1MM
5,000,000.00	10,000,000.00	35,000.00 + 3.00 / M for all over 5MM
10,000,000.00	15,000,000.00	50,000.00 + 2.75/ M for all over 10MM
15,000,000.00	20,000,000.00	63,750.00 + 1.25/ M for all over 15MM
20,000,000.00	25,000,000.00	70,000.00 + 1.15/ M for all over 20MM
25,000,000.00	30,000,000.00	75,750.00 + 0.85/ M for all over 25MM
30,000,000.00	35,000,000.00	80,000.00 + 0.60 / M for all over 30MM
35,000,000.00	40,000,000.00	83,000.00 + 0.49/ M for all over 35MM
40,000,000.00	45,000,000.00	85,450.00 + 0.46/ M for all over 40MM
45,000,000.00	50,000,000.00	87,750.00 + 0.45/ M for all over 45MM
50,000,000.00	55,000,000.00	90,000.00 + 0.44/ M for all over 50MM
55,000,000.00	60,000,000.00	92,200.00 + 0.43/ M for all over 55MM
60,000,000.00	65,000,000.00	94,350.00 + 0.42/ M for all over 60MM
65,000,000.00	70,000,000.00	96,450.00 + 0.40 / M for all over 65MM
70,000,000.00	75,000,000.00	98,450.00 + 0.38 / M for all over 70MM
75,000,000.00	and up	100,350.00 + 0.35/ M for all over 75MM

In addition to the above fees, Refunding Obligations and/or other Obligations involving escrow agreements, or calculation of premiums designed to pay cost of issuance and/or underwriters' discounts will be charged an analytical fee calculated as follows:

\$0.00	\$4,999,999.00	\$2,500.00
5,000,000.00	9,999,999.00	4,500.00
10,000,000.00	19,999,999.00	7,500.00
20,000,000.00	and up	9,500.00

Fees due GKB will be wired to GKB at closing as well as reimbursable costs and expenses, where applicable, incurred on behalf of the Issuer.

**George K. Baum & Company**  
**Municipal Advisory Disclosure Statement**  
**(MSRB Rules G-42 and G-10)**

This Disclosure Statement is provided by George K. Baum & Company (“GKB”) to Wise County, Texas (“Wise County” or “Client”) under Municipal Securities Rulemaking Board (“MSRB”) Rules G-42 and G-10 in connection with our engagement as your municipal advisor under the Municipal Advisory Engagement Agreement dated March 26, 2018 to be entered into as soon as practicable (the “Agreement”) between George K. Baum & Company (“GKB”) and Client. MSRB Rule G-42 requires that GKB, as your municipal advisor pursuant to the Agreement, provide you with certain information regarding conflicts of interest and legal or disciplinary events. MSRB Rule G-10 requires that GKB, as your municipal advisor pursuant to the Agreement, notify you that GKB is registered with the U.S. Securities and Exchange Commission (“SEC”) and the MSRB, the website address for the MSRB, and the availability of certain information on that website.

**Disclosures of GKB’s registration status and information available from the MSRB.** Effective October 13, 2017, MSRB Rule G-10 requires that GKB, like all municipal advisors, provide municipal advisory clients with the following disclosures:

GKB is registered with the SEC and the MSRB.

The website for the MSRB is [www.msrb.org](http://www.msrb.org).

A municipal advisory client brochure is posted on the MSRB’s website and is available for your review. That brochure describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

**Disclosures of Conflicts of Interest.** MSRB Rule G-42 requires that all municipal advisors provide their clients with disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, GKB makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each such conflict.

**General Mitigations.** As general mitigations of GKB’s conflicts, with respect to all of the conflicts disclosed below, GKB mitigates those conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty by GKB to you in performing all municipal advisory activities for you. This duty of loyalty obligates GKB to deal with you honestly and with the utmost good faith, and to act in your best interests without regard to our financial or other interests. In addition, because GKB is a broker-dealer with significant products and services, other than and in addition to municipal advisory services, that are included our overall business, the success and profitability of GKB is not dependent on maximizing short-term revenue generated from individualized recommendations to its municipal advisory clients, but instead is dependent on long-term profitably built on a foundation of integrity, and quality of service and strict adherence to its fiduciary duty. Furthermore, GKB’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of GKB potentially departing from their regulatory duties due to personal interests. The disclosures below

describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

(1) **Compensation-Based Conflicts.** Any time two parties to an agreement negotiate the basis and amount of fees or compensation one party is to pay to the other party for services rendered, there is an inherent conflict of interest between the two parties. That conflict of interest exists regardless of the type of services to be rendered, or the agreed upon basis for calculating those fees or compensation.

(A) **Contingent Fee.** If fees will be contingent upon the closing of the transaction this may present a conflict because it would create an incentive for GKB to recommend financings which are disadvantageous to Client. This conflict is mitigated by the general mitigations described above.

(B) **Percentage Fee.** To the extent that fees due under the Agreement will be based on the size of a transaction this may present a conflict because it could create an incentive for GKB to recommend you to increase the size of the transaction. This conflict of interest is mitigated by the general mitigations described above.

(C) **Fixed Fee.** To the extent that fees due under the Agreement are in a fixed amount established at the outset of the Agreement, the amount is usually based upon an analysis by Client and GKB of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by GKB. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, GKB may suffer a loss. Thus, GKB may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

(D) **Hourly Rate Fee.** To the extent that fees due under the Agreement are based on hourly fees of GKB's personnel, with the aggregate amount equaling the number of hours worked by its personnel times an agreed-upon hourly billing rate, this form of compensation presents a potential conflict of interest if Client and GKB do not agree on a reasonable maximum amount at the outset of the engagement, because GKB does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

(2) **Other Municipal Advisory or Underwriting Relationships.** GKB serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, GKB serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under the Agreement. Those other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, GKB potentially could face a conflict of interest arising from those competing client interests. In other cases, GKB, as a broker-dealer that engages in underwritings of new issuances of municipal securities by various municipal entities, has interests to achieve a successful and profitable underwriting for its municipal entity underwriting clients that potentially could constitute a conflict of interest if, as in the example above, the municipal entities that GKB serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and



with limited competition at the time of the offering. None of these other engagements or relationships would impair GKB's ability to fulfill its regulatory duties to you.

(3) **Broker-Dealer Business.** GKB is a broker-dealer that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client or your personnel, and current or potential investors in the securities of Client. These other GKB clients may, from time to time and depending on the specific circumstances, have interests in conflict with your interests, such as when their buying or selling of your securities may have an adverse effect on the market for those securities, and the interests of such other clients could create the incentive for GKB to make recommendations to you that could result in more advantageous pricing for the other clients. This conflict of interest is mitigated by the general mitigations described above.

(4) **Secondary Market Transactions in Client's Securities.** GKB, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore GKB could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, GKB may submit orders for and acquire Client's securities issued in a transaction under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for GKB to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace.

(5) **Other Conflicts of Interest.**

**Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that all municipal advisors provide to their municipal advisory clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

**Material Legal or Disciplinary Event.** Since the founding of the Firm in 1928, GKB has had only three regulatory events that were required to be disclosed on its Form MA. Those reported events may be material to your evaluation of GKB or the integrity of our management or municipal advisory personnel. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to that required information already filed by GKB in its capacity as a broker-dealer on Form BD or Form U4, as applicable. Information provided by GKB on its Form BD is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, GKB's CRD number is 36354.

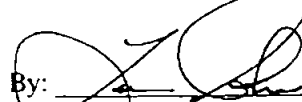
**How to Access Form MA and Form MA-I Filings.** GKB's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000922113>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by GKB in its capacity as a broker-dealer on Form BD or Form U4, as applicable. Information provided by GKB on Form BD or Form U4 is publicly accessible through reports generated

by BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, GKB's CRD number is 36354.

**Most Recent Change in Legal or Disciplinary Event Disclosure.** The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by GKB with the SEC is January 3, 2018.

**Future Supplemental Disclosures.** As required by Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of GKB. GKB will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**George K. Baum & Company**

By:   
Printed Name: LEON JOHNSON  
Title: SENIOR VICE PRESIDENT  
Date: 3-24-2018

# 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:

2018-341711

Date Filed:

04/19/2018

Date Acknowledged:

4-19-18

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

George K. Baum & Company  
 Dallas, 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.

Wise County, TX

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.

TX806  
 Municipal Advisory Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baum, Jonathan	Kansas City, MO United States	X	
Coughlin, William	Kansas City, MO United States	X	
Bjornson, Dana	Kansas City, MO United States	X	
Quatrochi, Nicholas	Kansas City, MO United States	X	
Englande, Larry	Slidell, LA United States	X	
Procknow, Charles	Denver, CO United States	X	
Paskulin, Marc	Denver, CO United States	X	
Riffle, C. Scott	Denver, CO United States	X	

5 Check only if there is NO Interested Party.


### 6 UNSWORN DECLARATION

My name is James Viers and my date of birth is 1.30.85

My address is 4801 Main St. Suite 800 Kansas City MO 64112 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct

Executed in JACKSON County, State of Missouri, on the 19th day of April, 20 18  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)



**WISE COUNTY ASSET CONTROL OFFICE**  
**P.O. Box 952**  
**400 W Walnut**  
**Decatur, TX 76234**

Phone – 940-627-3312

Fax – 940-627-4717

Wise County may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

By signing this document, your company will be providing the written verification required by Texas Government Code Section 2270.002.

A handwritten signature in black ink, appearing to read "James K. Viers", written over a horizontal dashed line.

Signature

James K. Viers

Printed Name

Assistant VP - Compliance

Title

George K. Baum & Company

Company Name

04/19/18

Date